



# CAF Give As You Earn<sup>®</sup>

*APPLICATION PACK*



EFFECTIVE DATE MARCH 2023

# Application Form

Welcome to the UK's largest Payroll Giving scheme – CAF "Give As You Earn", we're delighted you've decided to work with us to manage your scheme. Please complete and sign this application form to get started.

This form will allow you to register up to two payrolls – if you wish to add additional payrolls, please request an Additional Payroll Form from [giveasyouearn@cafonline.org](mailto:giveasyouearn@cafonline.org)

If any of these details change during the course of your relationship with us, please let us know as soon as possible so we can ensure our records are up to date (refer to Term 10.4.2). You can update your details by requesting a Change Form from [giveasyouearn@cafonline.org](mailto:giveasyouearn@cafonline.org).

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## Section 1

### Organisation Details

Where we refer to 'the Account Holder', this should be the name and registration number of the entity which officially employs your employees. Please provide the registered company number if you are registered on Companies House. If you are a charity, please provide the number registered with the Charity Commission, the Office of the Scottish Charity Regulator or the Charity Commission for Northern Ireland.

#### Organisation details ('the Account Holder')

Organisation name

Please complete one of the following as most appropriate:

Registered company number

Registered charity number

FCA registration number

Other (please specify)

Registered address

Postcode

Website

Main telephone

## Section 2

# Authorised Users

Please use this section to detail who at your organisation will be involved in the scheme and what level of access they should have. We recommend having at least two people registered as either a Contact or Service Administrator to allow for full functionality.

- The Contact Administrator is authorised to add/remove additional contacts as well as receive employee level data about your scheme.
- The Service Administrator has highest level access and is also able to set up new CAF services and products on behalf of the Customer.

We request home address and date of birth in order to complete screening checks on individuals involved in the scheme. We are required to do this in order to comply with all applicable Financial Crime prevention legislation and regulations.

**Forms that do not include this information will be rejected.**

### User 1

Please list all individuals who you authorise to use this account and indicate the level of access they should have by ticking the relevant box. Please continue on a separate sheet if you wish to add more individuals.

Contact Administrator       Service Administrator

Title  Mr  Mrs  Miss  Ms  Other (please specify)

Forename(s)

Surname

Job title

Work address  Same as the organisation's registered address specified in Section 1

Other (please specify)

Postcode

Work email

Work telephone

### Identification details

Date of birth

Home address

Postcode

User 2

Contact Administrator       Service Administrator

Title  Mr  Mrs  Miss  Ms  Other (please specify)

Forename(s)

Surname

Job title

Work address  Same as the organisation's registered address specified in Section 1

Other (please specify)

Postcode

Work email

Work telephone

Identification details

Date of birth

Home address

Postcode

## Section 3

# Working with Third Parties

Many of our clients choose to work with third parties in order to help manage their schemes – either to engage employees, integrate into a benefits platform, or process payroll reports and funds. It is essential we are made aware of these relationships and that we have your authorisation so we can share details about your scheme with them. Please see section 10 of our Agreement which relates to working with third parties.

We hereby notify you that we have appointed the following as our third party/parties:

### Third Party details 1

- Subsidiary company/branch
- Payroll bureau processing agent
- Professional fundraising organisation
- Technology service provider relating to payroll/employee giving (including a flexible benefits provider)

Name

Address

Postcode

Website

Registered company number

Contact name

Contact email addresses

### Third Party details 2

- Subsidiary company/branch
- Payroll bureau processing agent
- Professional fundraising organisation
- Technology service provider relating to payroll/employee giving (including a flexible benefits provider)

Name

Address

Postcode

Website

Registered company number

Contact name

Contact email addresses

### Third Party Funder Details

If your employees' donations are sent to us by an entity other than your organisation, please provide their details.

Name

Address

Postcode

Website

Registered company number

Contact name

Contact email addresses

## Section 4

# Bank and Payroll Details

We ask for your bank details to help us identify your Employees' Donations when you send them to us. The bank account name sending funds to CAF must match the the same entity being registered and provided in Section 1. If the name does not match, please provide details in Section 3 under Third Party Funder Details.

When listing the bank account name please use the official account name as listed on statements and correspondence from your bank.

### Your Organisation's bank details (where your Employees' Donations will be transferred from)

Bank account name

Account number

Sort code

- - -

Charities can request a breakdown of the donations they receive through CAF Give As You Earn Service, itemised by employer and employee. Please tick the box below if you would prefer your organisation to remain anonymous in such listings.

### Your Payrolls

This form will allow you to register up to two payrolls – if you wish to add additional payrolls, please request an 'Additional Payroll Form' from [giveasyouearn@cafonline.org](mailto:giveasyouearn@cafonline.org).

Please indicate how many Additional Payroll Forms you are submitting at this time

### Payroll Details

#### First payroll

CAF Give As You Earn is managed online. Please share the email address of the colleague who will be responsible for submitting payroll reports online and we will get them set up against your contract. If this will be a third party outside of your organisation, please complete Section 3 – Working with Third Parties.

Same as Contact Administrator specified in Section 2

Same as Service Administrator specified in Section 2

Title  Mr  Mrs  Miss  Ms  Other (please specify)

Forename(s)

Surname

Job title

Work address  Same as the organisation's registered address specified in Section 1

Other (please specify)

Postcode

Work email

Work telephone

### Payroll frequency

Please indicate the frequency you run your payroll:

Weekly  Monthly  Lunar/4 week cycle

Enter the date you wish to start your GAYE scheme

dd/mm/yyyy

### Second payroll

CAF Give As You Earn is managed online. Please share the email address of the colleague who will be responsible for submitting payroll reports online and we will get them set up against your contract. If this will be a third party outside of your organisation, please complete Section 3 – Working with Third Parties.

Same as Contact Administrator specified in Section 2

Same as Service Administrator specified in Section 2

Title  Mr  Mrs  Miss  Ms  Other (please specify)

Forename(s)

Surname

Job title

Work address  Same as the organisation's registered address specified in Section 1

Other (please specify)

Postcode

Work email

Work telephone

### Payroll frequency

Please indicate the frequency you run your payroll

Weekly  Monthly  Lunar/4 week cycle

Enter the date you wish to start your GAYE scheme:

dd/mm/yyyy



## Section 5

# Staff Charity Fund

This is an optional feature of GAYE, you only need to complete this if you wish to open a Staff Charity Fund, otherwise, please go to Section 6.

In addition to individual Employee Donations, Give As You Earn offers the option to set up a group fund to allow you to pool Employees' Donations so employees can make a more substantial donation to a chosen charity, at a chosen time. It is a great way to unite employees and it is often used for disaster relief or to support a charity partner as part of a wider programme.

We deduct a flat percentage charge from donations into the Staff Charity Fund. Details of the fee can be found at the end of this form.

### Administrator's details (only complete if different from details provided in Section 2)

Title  Mr  Mrs  Miss  Ms  Other (please specify)

Forename(s)

Surname

Job title

Work address  Same as the organisation's registered address specified in Section 1

Other (please specify)

Postcode

Work email

Work telephone

### Fund name

Please indicate if you would like the account name to be

The same as the organisation name specified in Section 1

Different from your organisation name – please specify

Do you intend to deposit funds into your Staff Charity Fund

monthly or more frequently

annually

a few times a year

less than once a year

How many employees do you anticipate donating into the SCF?

How much do you anticipate being donated into the SCF?

## Section 6

# Standard Matching

This is an optional feature of GAYE, you only need to complete this if you wish to match Employee Donations, otherwise, please go to Section 7.

Matching payroll giving is a great way to engage employees in the scheme and show them you care.

Please indicate the levels you would like to match below. That level and any limits will be applied across all participating employees.

Match Employee GAYE Donations at \_\_\_\_\_ %

Match Staff Charity Fund at \_\_\_\_\_ %

Please indicate if you would like to set upper or lower limits on Standard Matching by completing the appropriate section below. Please note these will be applied per pay period. Both maximum and minimum limits can be combined, e.g.: donations can be matched at 50% up to £50 per employee per pay period if they make a donation of at least £10.

Maximum match per employee per pay period \_\_\_\_\_ £

Minimum Employee Donation that you will match per Employee per pay period £ \_\_\_\_\_

No Standard Matching limits

### Funding your Standard Matching

Please indicate how you wish to pay your matching funds:

We will send Standard Matching funds with the Give As You Earn Employee Donations each pay period

We would like Standard Matching funds to be taken from an existing CAF Company Account.

Please specify account number

## Section 7

# Paying Charges

CAF is a charity and charges to manage the scheme. Details of these charges are available at the end of this form. The default is that charges are deducted from Employee Donations, however if you would like to cover these charges so charities receive the full amount as instructed by your employees, we can invoice you quarterly.

Please choose one of the 3 options:

1.  Pay all charges
2.  Pay all charges with a cap of £10 per Employee Donation per pay period. Any outstanding fees will be taken from the relevant Employee Donation
3.  Charges to be taken from Employee Donations.

If you have opted to pay any part of the fees (options 1 or 2 above), please indicate how you would like to make the payment:

Charges should be taken from an existing CAF Company Account

Please specify account number

You wish to be invoiced quarterly

If you have indicated that you would like us to invoice you, please specify an invoice contact below:

Title  Mr  Mrs  Miss  Ms  Other (please specify)

Forename(s)

Surname

Job title

Work address  Same as organisations registered address specified in Section 1

Other (please specify)

Postcode

Work email

Work telephone

## Section 8

# Authorisation

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

- An existing user authorised as a Service Administrator
- Company: Director (as registered on Companies' House)
- LLP or other partnership: Partner
- Charity/Trust: Trustee
- Other non-incorporated organisation: Chief Executive or equivalent

**Incorrectly signed forms will be rejected.**

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 form.

By signing the application form, we, the Account Holder, confirm that:

- we agree to the CAF Give As You Earn Terms and Conditions and Schedule of Charges
- where applicable, we agree to the CAF Staff Charity Fund Terms and Conditions and Schedule of Charges
- if there was anything that we did not fully understand, we have sought professional advice and guidance
- the individuals detailed in the Users section of this form are authorised to act as Users and have authorised the disclosure of their personal details to CAF
- we have full capacity and authority to enter into and perform this contract and the person signing this form on our behalf is authorised to do so
- the information given on this form is accurate and true, to the signatories best knowledge
- we are responsible for updating CAF if the contact details, access privileges or third parties change (including if an Authorised Contact is no longer employed by the us, the Account Holder)

Signed on behalf of the Account Holder:

Title  Mr  Mrs  Miss  Ms  Other (please specify)

Forename(s)

Surname

Job title

Date of birth

Home address

Postcode

Authorised signatory

Date  dd/mm/yyyy

## Communications

As well as contacting you about this product or service, we would like to send your authorised contacts information about other related products and services from the CAF Group that we believe will be of interest to you. If you DO NOT want to receive this information by the following methods, please tick all that apply:

Email       Phone

Please note: if you tick a box, we will not be able to tell you about these products and services in this way.

For information about how CAF handles your information see our [Privacy Notice](#). CAF and the companies in which it has a majority stake, or their subsidiaries (defined here as the CAF Group) will not share your information with any outside organisation except as part of providing a product/service or when legally obliged to do so.

## Next steps

Once completed and signed, please return the form by email to [giveasyouearn@cafonline.org](mailto:giveasyouearn@cafonline.org). Please keep a copy for your future reference.

### **Incorrectly signed forms will be rejected.**

CAF will notify you once all customer due diligence checks have been completed, and confirm that your application has been accepted. If we do require any further information to complete checks, we will reach out to you to proceed. No binding agreement shall exist until CAF sends the Customer email confirmation of the acceptance of the application

CAF are unable to receive donations that have been deducted prior to the contract being in place.

## Section 9

# Terms and Definitions

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 Your 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 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.
- 1.5 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:
  - 1.5.1 for a CAF Charity Account
  - 1.5.2 for an Individual CAF Charitable Trust ;
  - 1.5.3 for a CAF Staff Charity Fund; or
  - 1.5.4 to support our mission (by contribution to our unrestricted funds).

### 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 third-party recipient 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 him or her 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 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.

## 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 connect to the Participating Employee.

## 7 Data Protection

7.2 You acknowledge that we cannot share information received from Participating Employees without the express written consent of the Participating Employee in question.

7.3 You will not sub-contract any of the processing without updating 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.

## 8 CAF Give As You Earn Online Service

8.1 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.

8.2 All Intellectual Property Rights of the web link, email link and online Donor Instruction Form belong to us.

8.3 In relation to the Online Service:

8.3.1 We will give necessary and reasonable instructions and assistance to you to set up the Online Service.

8.3.2 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.

8.3.3 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.

8.3.4 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.



- 8.3.5 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.
  - 8.3.6 We have the right to withdraw or terminate the Online Service, and will notify you if we plan to do this.
- 8.4 In relation to the Online Service, you will, where appropriate, make sure Participating Employees will:
- 8.4.1 access the online Donor Instruction Form using the web or email links provided by us;
  - 8.4.2 fill in and complete the online Donor Instruction Form accurately;
  - 8.4.3 securely download and store the notification specified in condition 8.4.2 regularly; and
  - 8.4.4 co-operate with and assist us in the use or operation of the Online Service.

## 9 Third Parties

- 9.1 You authorise us to deal with named third party 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 Employees).
- 9.2 You undertake to us that you have obtained from Employees, and that you will obtain from any future 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.
- 9.3 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.
- 9.4 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.
- 9.5 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 an 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 ourselves or the third party (or your/its employees or agents).

## 10 Variation, termination and notices

- 10.1 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.
- 10.2 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.
- 10.3 To terminate this Agreement, you must provide 30 days' written notice.
- 10.4 We may terminate this Agreement by giving you 30 days' notice in writing in the following circumstances:
  - 10.4.1 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;
  - 10.4.2 where we do not have up to date contacts for you
  - 10.4.3 we receive notice or obtain evidence to our satisfaction of your dissolution, insolvency or winding up;
  - 10.4.4 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.

- 10.5 We may terminate this Agreement immediately if:
- 10.5.1 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;
  - 10.5.2 we are required to for legal or regulatory reasons, or at the direction of a regulator or by law enforcement authorities;
  - 10.5.3 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;
  - 10.5.3 Where you have failed to give effect to the CAF Give As You Earn Service without reasonable excuse;
  - 10.5.4 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;
  - 10.5.5 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;
  - 10.5.6 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 (8.3 of General) or
  - 10.5.7 we decide that closing your CAF Give As You Earn will allow us to better advance our Charitable Purposes.
- 10.6 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 you 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.
- 10.10 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.
- 10.11 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.

## 11 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 1 (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).

## 12 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.

## 13 Data Protection

- 13.1 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.
- 13.2 You must read and be aware of our Privacy Notice, available at [www.cafonline.org/privacy](http://www.cafonline.org/privacy)
- 13.3 For the purposes of providing and operating your CAF Account(s), we may occasionally use trusted third parties to process your Personal Data.
- 13.4 We will always comply with our obligations and procure that our trusted third parties comply with their obligations under all applicable Data Protection Legislation.
- 13.5 We will only process Personal Data for the purpose of lawfully providing your CAF Account(s), or as otherwise expressly authorised by you.
- 13.6 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.

13.7 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.

13.8 We will use appropriate processes to keep Personal Data or Confidential Information safe.

#### 14 Confidentiality

14.1 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.

14.2 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.

14.3 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.

14.4 Notwithstanding the expiry or early termination of this Agreement, the provisions of clause 13 will continue to apply without any time limits.

#### 15 Intellectual Property Rights

15.1 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.

15.2 No Intellectual Property Rights that we are entitled to will be used by you for any purpose other than as outlined in this Agreement.

15.3 All Intellectual Property Rights in or arising out of or in connection with your CAF Account will be owned by us.

#### 16 Warranties and representations

16.1 You represent, warrant and undertake that:

16.1.1 you have full capacity and authority to enter into and perform the Agreement;

16.1.2 you will undertake your obligations and duties under this Agreement with reasonable skill and care within any timescales specified;

16.1.3 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;

16.1.4 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

16.1.5 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.

16.2 We represent, warrant and undertake that:

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

16.2.2 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;

16.2.3 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;

16.2.4 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

16.2.5 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.

## 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 between us and any of the parties.
- 17.13 Funds held by the trustees of CAF upon terms where you determine the Charitable Purposes for which they are used as opposed to in accordance with clause 1.2 of these terms continue to be held on those terms but for the avoidance of doubt all the remaining conditions contained in this Agreement as amended from time to time shall continue to apply.
- 17.14 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 8.5, 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.

### 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](http://cafonline.org/privacy)

#### **Regulations**

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

#### **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.



# Fee Schedule

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 uploads payroll reports via the GAYE portal); 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). The contribution bands below are reviewed annually.

The rates for the CAF financial year from 1 May 2023 are listed below:

	Cumulative payments into CAF Charity Account each CAF financial year	Contribution per CAF financial year
Band 1	First £150,000	4.00%
Band 2	£150,000.01 – £250,000	3.00%
Band 3	£250,000.01 – £750,000	2.00%
Band 4	£750,000.01 – £1,000,000	1.00%
Band 5	£1,000,000.01 – £2,000,000	0.50%
Band 6	£2,000,000.01 – £3,000,000	0.10%
Band 7	Above £3,000,000.01	0.05%

## 3 Employee Donations made into a CAF Staff Charity Fund

CAF levies a fee (not subject to VAT) of 1.5% 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

- 1 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.
- 2 Fees are not levied on additional funds used to match Employee Donations.
- 3 These fees cover customer service, online access to accounts, maintenance of CAF's infrastructure needed to provide the services (bank accounts, international payments, mass disbursement capability, KYC, AML, risk management, compliance with Charity Commission, HMRC and other regulators, charity verification).



Registered charity number 268369