

CAF CHARITY ACCOUNT

All your giving in one place



We are Charities Aid Foundation

We are a charity dedicated to getting the best for our donors and the charities they support.

For over 80 years, we have found the most effective and efficient ways to connect our donors to the causes that matter to them and for money to get where it's needed.

Making an impact in the charitable sector is what drives us. That's why we have spearheaded many of the changes that make the UK one of the best giving environments in the world. We help our donors give over £1m to thousands of charities across the world each day.

Join us and be a part of something big

Contents

CAF Charity Account helps make your giving easy	3
How to top-up your CAF Charity Account	4
Making your money work harder	4
Giving to the causes you care about	5
What other services does CAF provide?	6

CAF Charity Account helps make your giving easy, flexible and more effective

The CAF Charity Account helps you put aside money for all your charitable needs. It gives you control over how and when you choose to support the causes you care about whilst making your giving go further. Either make one-off donations to major emergency appeals or regularly support the causes that are close to your heart.

However you decide to give, we validate all organisations before we process a donation out of your account to ensure that they have been established for charitable purposes. You can rest assured that your money will be used to make a difference.

All you have to do is have available funds ready to be donated to the causes of your choice. Make deposits into your CAF Charity Account as often as you like and top-up with small regular contributions or large infrequent payments.

We are committed to helping you support the causes you care about.

Why should I get a CAF Charity Account?

- Put money aside dedicated to your charitable needs.
- Have **complete control** of how you support your chosen charitable organisations, whether with regular or one-off donations.
- **Respond quickly** to sponsorship requests, TV campaigns or emergency appeals – the funds are already there in your CAF Charity Account waiting to be donated.
- Make your donations **tax-effective** and give even **more** to the causes that matter to you.
- Give without the fuss of further communications from the charitable organisations you give to and **donate anonymously**.
- Register online to view, download and print statements whenever you wish and have the flexibility to **change your arrangements at any time**.
- **Direct funds at the push of a button 24/7** no matter how many different causes you support with your online account.

Our flexible CAF Charity Account takes the hassle out of your giving – apply for your CAF Charity Account today

How to top-up your CAF Charity Account

The CAF Charity Account makes giving easy, leaving you to focus on deciding who to give to and how much to give. Just ensure your balance is topped up using any of the methods below.

- You have the option to make one-off top-ups over the phone or online by card and even through the post with a cheque. You choose which is most convenient for you. Ideal for spontaneous acts of giving or responding to emergency appeals and donating to specific charities without commitment.
- Fund your CAF Charity Account with regular direct debit or standing order payments from your bank account. This is great if you want an organised way to plan your giving. You can always use a combination of both methods to manage your CAF Charity Account if you wish, it's all a matter of what suits you.
- CAF Give As You Earn[®], the largest payroll giving scheme in the UK, allows you to fund your CAF Charity Account straight from your salary. You can also use other payroll giving schemes, by simply naming your CAF Charity Account as your chosen charity. This way, every £1 you give costs 80p for basic rate taxpayers, and even less for higher rate taxpayers. As a basic rate taxpayer, a donation of £40 to charity will only cost you £32. CAF Charity Account customers give an incredible £31m through CAF Give As You Earn each year.

Once you have paid money into your CAF Charity Account, it is ready to be gifted to any charitable organisation at any time.

Making your money work harder for the causes you support

You can have more to give at absolutely no extra cost to you, by increasing the balance of your CAF Charity Account by 25% each time you top up. With the government Gift Aid scheme, we can claim the basic rate of tax you have already paid on any donation you make. As a UK taxpayer, your donations can gain an extra 25p for every £1 you give. Just complete the Gift Aid declaration in the application form.

Even better, higher rate tax payers can claim an additional 37.5p, which you can keep or pass on to any charitable organisation. Simply indicate how much you have paid into your CAF Charity Account when completing your self-assessment form.

Each year, we claim an extra £19.2m in Gift Aid on behalf of CAF Charity Account customers. The huge increase makes a world of difference for charities that rely on donations to continue the amazing work they do.

Open your account today

Simply complete an application form or sign up online.

If you still require further information about the CAF Charity Account please call

03000 123 000

Giving to the causes you care about

Who can I give to?

You will be able to make donations to any charitable organisation worldwide. CAF will check the status of an organisation before paying anything from your account to ensure that your money will go towards making a real impact for the causes that matter to you. With CAF, you can be assured that gifts are made safely and securely.

You can find any charitable organisation – large or small, local or international – that matches the causes that matter to you using our simple online charity search at www.cafonline.org/charitysearch. Search keywords, location or charity number and select the charity you wish to give to. If you already know the organisation you want to support, simply search for it by name.

How do I make donations?

With your CAF Charity Account you can opt to receive a CAF Charity Voucher Book which can be used to make donations. Also, you have the choice to request that your gifts be made anonymously if you prefer not to be contacted by the organisations directly .

Online

Make one-click donations, check your statements and balance, top up your account, view potential charities, store your favourite causes and update your contact details. Simply register at www.cafonline.org/register and access your account at anytime.

Telephone

You can make donations through CAF by calling **03000 123 000**.

Post

Use your CAF Charity Voucher Book to make donations by post. Just write the amount you want to give on the voucher, the name of the organisation you wish to give to and then sign it. You can send or give the completed voucher to any recognised charity. There are a few paying-in slips in the back of the book which can be used to top up your charity account.

In person

Use your CAF Charity Voucher Book to make donations to collection boxes, door-to-door appeals and sponsored events.

By standing order

Support your favourite causes with regular gifts by setting up standing orders. Regular support via this method enables charitable organisations to plan for the long term, allowing them to have a greater impact.

Your CAF Charity Account can never be overdrawn

If you make a donation and there are insufficient funds in your account, we will continue to try and make donations from the account for up to 60 days.

*Each year, CAF Charity Account holders give over
£100 million to various charitable organisations*

What other services do we provide?

CAF Charitable Trust – strategic giving made simple
Put your capital to work with the best way to manage your long-term giving. Designed for people with at least £10,000 to donate to charity, it alleviates much of the time-consuming tasks normally involved in setting up a charitable trust. A gateway to international grant-making, social investment, and other strategic options to help you realise your long-term philanthropic goals.

CAF Legacy Service – what will your legacy look like?
Leaving a gift to charity in your will keeps your money working toward the causes that are important to you, as well as making the burden of inheritance tax lighter. With our help, arranging your charitable legacy is a flexible and painless process.

Letter of Wishes – continuing the gift of giving
As part of ongoing maintenance to your CAF Charity Account, we offer you the opportunity to ensure that your remaining balance will be distributed to the charities of your choice should you be unable to manage your CAF Charity Account for any reason.

For more information please visit our website at www.cafonline.org
or call us on **03000 123 000**

T: 03000 123 000
F: 03000 123 160
W: www.cafonline.org/charityaccount
E: charityaccounts@cafonline.org

Registered charity number 268369

Important information about CAF Charity Account

- **Can I donate overseas?** Yes, you will need to complete an overseas donation request for your chosen organisation and we will validate them for you and arrange for your donation to be paid. Please refer to the fee schedule for details of fees.
- **Can I keep the interest made in my CAF Charity Account?** CAF Charity Account is not designed for long term investment. We ensure that your funds are available for you to use immediately, any interest that is accrued will be kept to a minimum and CAF will keep this to maintain low fees.
- **Can CAF refund the money to me once I have paid it into my CAF Charity Account?** Once a payment is paid into your CAF Charity Account, it has crossed the charitable threshold and we are unable to make any refunds on remaining balances. However you still decide which charities the money goes to.
- **What am I charged for a CAF Charity Account?** Please refer to the fee schedule which can be found online at www.cafonline.org/charityaccount
- **Where can I find out more?** www.cafonline.org/charityaccount/faqs

CAF CHARITY ACCOUNT

Fee schedule

CAF will make deductions from your account for the cost of running your account and as a contribution to CAF and our founder, the National Council for Voluntary Organisations (NCVO):

- CAF will deduct a contribution from your account, consisting of:
 - A VAT inclusive fee which covers the cost of administering your account; and
 - A contribution to support CAF's charitable mission.
- CAF is obliged to levy a contribution to support the work of its founder, the NCVO.
- The deductions are based on the value of the payments you make into your CAF Charity Account plus the Gift Aid payments between 1 May 2017 and 30 April 2018, after which it will be reviewed.

Your contributions plus Gift Aid payments for	CAF Fee	CAF Contribution	Contribution to NCVO
The first £20,500	0.75%	2.25%	1%
The next £20,500.01 – £113,000	–	–	1%
Amounts above £113,000	–	–	–

Make donations to charitable projects overseas

Donate internationally with confidence

Our network of international offices makes us equipped to help you make a donation overseas.

Be confident that the money you send will be secure and properly used; we validate organisations before processing a donation and check it is going to a charitable project.

To make your donation, just login to your online account and complete an Overseas Donation Request form for the charity you wish to support.

Donation	Overseas transaction fee*	Validation fee**
Minimum donation of £250	£20	£35

* The overseas transaction fee is applicable for every overseas donation that is made with the exception of the Channel Islands and Isle of Man.

** A Validation fee will only be applied when a charity is being validated for the first time. CAF has to satisfy its own legal and regulatory requirements and this requires us to validate the charities you wish to support.

T: 03000 123 000

F: 03000 123 160

W: www.cafonline.org/charityaccount

E: charityaccounts@cafonline.org

Registered charity number 268369

CAF CHARITY ACCOUNT

Application form

Before you start

If you have any questions when completing this form, contact a member of our Customer Service team on 03000 123 000 or email charityaccounts@cafonline.org

Please complete this form in BLOCK CAPITALS.

By completing this form you are giving CAF permission to contact you about this service.

- All information provided in this form is confidential to CAF and carefully selected third parties that fulfil the provision of this product where necessary.
- We are required to complete security checks on people opening a CAF Charity Account. These checks are performed electronically, however it may be necessary to request additional documents.
- If you have lived at your home address for less than three years please supply your previous addresses for the last three years where prompted.
- CAF do not offer joint CAF Charity Accounts. Whilst only one individual can fund a CAF Charity Account, you can add an additional signatory who will be able to make charitable donations.
- To cover the cost of running your account we take a small administration fee from each payment into your account. Please refer to the fee schedule which can be found at www.cafonline.org/charityaccount

Section 1

Your details

Please use a separate sheet for previous addresses and attach to your application form.

<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> Other	<input type="text"/>
Full forename(s)					
Surname					
Date of birth	<input type="text" value="d d m m y y y y"/>				
Home address					
<input type="text"/>					
<input type="text"/>					
Postcode					
Nationality					
Home telephone number					
Mobile number					
Email address					
<input type="text"/>					
<input type="text"/>					

Section 2

Opening my CAF Charity Account

Funding my account

To open a CAF Charity Account, fund your account with a monthly donation of at least £10 or a one-off payment of £100 and start giving right away.

One-off payments

Cheques to be made payable to CAF and returned with this application form.

If credit/debit card is your payment choice, we will contact you by telephone between 9.30am – 5.30pm to make your secure payment.

Please note: Once a payment is paid into your CAF Charity Account, it has crossed the charitable threshold and we are unable to make any refunds of remaining balances. However you still decide which charities the money goes to.

Gift Aid declaration

To reclaim Gift Aid, you, the account holder, must be the named cardholder on the method of payment used to pay into your account.

Please tick all boxes that apply.

Funding my account

I would like to fund my account by:

Direct Debit

I wish to fund my account on a regular basis with £ .

Frequency: monthly quarterly half yearly annually

Starting from d, d, m, m, y, y, y, y,

until d, d, m, m, y, y, y, y, OR further notice

Please complete the Direct Debit mandate provided.

One-off payment

Cheque payment

I enclose a cheque for £ .

OR

Credit/debit card

I would like to fund my account with a one-off payment with debit or credit card.

Please contact me by telephone so I can make a payment securely.

Other

Please contact me with more information regarding the following methods:

I am interested in funding my account with CAF Give As You Earn®

I am interested in funding my account with a payroll giving scheme

Call us on 03000 123 000 for more information on either of these methods.

Managing my account

I would like to complete a Letter of Wishes

I would like to receive a CAF Charity Voucher Book

Please indicate the wording you would like to appear on your CAF Charity Vouchers:

Donor name to appear as:

The words 'an anonymous donor' to appear

My CAF Charity Vouchers to remain blank

Do not add my address to my charity vouchers

Call us on 03000 123 000 if you would like a CAF Charity Card.

Gift Aid declaration

Please Gift Aid any donations I make now and in the future.

Please Gift Aid any donations I have made in the last four years.

I am a UK taxpayer and understand that if I pay less Income Tax and/or Capital Gains Tax than the amount of Gift Aid being claimed on all my donations in that tax year, it is my responsibility to pay any difference.

Please notify us if you want to cancel this declaration, change your name or home address or if you no longer pay sufficient tax on your income and/or capital gains.

Section 3 *Declaration*

We are unable to process your donations if you do not tick the boxes to the right.

Please return this completed form to us along with your:

- Cheque or Direct Debit mandate if you are funding your account with either of these methods

Keeping you informed

Alternatively, write to:
The Data Protection Officer
Charities Aid Foundation
25 Kings Hill Avenue
Kings Hill, West Malling
Kent ME19 4TA, giving your details and instructions.

I hereby confirm:

- I have read the terms and conditions and agree to the terms set out therein
- I have understood the terms and conditions or have sought professional guidance and advice on any aspect of these that I did not understand

Full name _____

Main CAF Charity Account holder signature _____

Date d d / m m / y y y y _____

Keeping you informed

We would like to tell you by letter, phone or email about additional products and benefits from the CAF Group that we believe will be of interest to you. If you would prefer not be contacted about these additional benefits, please tick the appropriate boxes. CAF and the companies in which it has a majority stake, or their subsidiaries (defined here as the 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.

I do not wish to receive details of: other products and services from the CAF Group
 forthcoming events from the CAF Group

T: 03000 123 000
F: 03000 123 160
W: www.cafonline.org/charityaccount
E: charityaccounts@cafonline.org

Registered charity number 268369



Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ballpoint pen and send it to:

Customer Service team
Charities Aid Foundation
25 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4TA

Service user number

9 8 1 9 8 5

FOR Charities Aid Foundation OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

For assistance completing this form, please call us on 03000 123 000

Name(s) of account holder(s)

[Empty text box for account holder name]

Bank/building society account number

[Empty grid for bank/building society account number]

Branch sort code

[Empty grid for branch sort code]

Name and full postal address of your bank or building society

To: The Manager Bank/building society
Address

Postcode

Instruction to your bank or building society

Please pay Charities Aid Foundation Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Charities Aid Foundation and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Reference OFFICIAL USE ONLY

[Empty grid for reference]

Banks and building societies may not accept Direct Debit Instructions for some types of account

DDI1

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Charities Aid Foundation will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Charities Aid Foundation to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Charities Aid Foundation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Charities Aid Foundation asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

CAF CHARITY ACCOUNT

Terms and conditions

Definitions

The definitions set out in the Schedule to these Terms and conditions apply to all references to the terms defined in the schedule where they appear in the terms and conditions and throughout the rest of this guide.

Terms and conditions

1 Nature of a Charity Account

1.1 All assets donated by a Donor to the Charity Account constitute an irrevocable and outright gift by the Donor to CAF of all right, title and interest in such assets. CAF agrees to hold such assets and to apply them solely for Charitable Purposes and to provide such information to the Donor about the Charity Account as is provided for in this Agreement. CAF further agrees that it will make the Forms available to the Donor so that they may notify CAF of their wishes in respect of the distribution of the Charity Account for Charitable Purposes.

1.2 Any income or gain resulting from the investment of undistributed assets shall be used by CAF for its own purposes and does not form part of the Charity Account.

1.3 For the avoidance of doubt:

1.3.1 once a donation has been made to a Charity Account, such donation cannot be repaid to the Donor;

1.3.2 at no time will the Donor (nor any Connected Person) be able to derive any benefit from the assets in the Charity Account; and

1.3.3 no distribution from the Charity Account may be used to discharge or satisfy a legally enforceable pledge or obligation of any person.

2 CAF's general authority

2.1 When distributing the Charity Account, CAF will, subject to the terms of this Agreement (and in particular clauses 3 and 6) and to CAF's procedures, policies and applicable law and regulation from time to time, take into account the Donor's wishes as set out in a Giving Request. However, and notwithstanding any other terms of the Agreement, CAF shall at all times have final discretion as to whether or when to distribute all or part of the Charity Account.

2.2 CAF may make such enquiries as it deems necessary to ensure that the Charity Account is applied for Charitable Purposes, and shall not make any distribution until it is satisfied that the outcome of such enquiries satisfies its Charitable Purposes.

3 CAF's authority to distribute

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

3.1 where no valid Letter of Wishes or valid Giving Request for the Charity Account is held by CAF and:

3.1.1 assets are held in the Charity Account but have not been distributed from the Charity Account for a period of at least two years (provided that this is not solely due to any act or omission of CAF). (Deduction of fees, costs, contributions or expenses shall not be considered a distribution from the Charity Account for these purposes);

3.1.2 the Donor has indicated that it does not wish to or cannot complete any of the Forms, submit a Giving Request or otherwise make a request or express a wish on how the assets should be distributed; or

3.1.3 in CAF's reasonable opinion the Donor's capability or capacity to complete any or all of the Forms, submit a Giving Request or otherwise make a request or express a wish on how the assets should be distributed is in doubt;

3.2 where, in CAF's reasonable opinion, the wish or purported request of the Donor in respect of the Charity Account is no longer possible, practical, ethical or viable or does not fulfil a Charitable Purpose;

3.3 where the Charity Account is closed in the circumstance set out in clause 6; or

3.4 where the Donor has not complied with any material obligation under or in respect of this Agreement.

4 Donor obligations and rights

4.1 The Donor may not market or publicise the Charity Account or fundraise for it unless it does so with the

prior written consent of CAF and only then where the Donor agrees to act in accordance with CAF's policies and procedures.

4.2 The Donor may make a Giving Request at any time and by such means as CAF shall make available from time to time.

4.3 The Donor may make a request as to how CAF distributes the Charity Account for Charitable Purposes after their death in a Letter of Wishes.

4.4 The Donor may request CAF to accept requests in respect of his/her Charity Account from another person as well as the Donor by submitting an Additional Signatory Form.

4.5 The Donor may replace any of the Forms by completing and submitting a new Form to CAF. This will take effect only after CAF has received the form and had reasonable time (being not less than five working days after receipt) to verify it and the wishes set out therein. In no circumstances will the submission of a new Form affect any distribution or investment which CAF has decided to make prior to receipt of such Form.

4.6 In the event of more than one Form being submitted to CAF at the same time and containing conflicting information, then CAF shall be entitled to take account of the request contained in the Form most recently received by it.

4.7 The Donor shall be entitled to receive statements of its Charity Account provided by CAF annually. This statement shall list all donations to the Charity Account, all capital transactions and all grants made from the Charity Account and fees taken during the period covered by the statement.

4.8 A Donor shall not suggest that CAF use any portion of the Charity Account other than for Charitable Purposes.

5 Operating the Charity Account

5.1 The Donor will be able to provide assets to the Charity Account using the methods set out in the Guidance Notes.

5.2 Where applicable (as set out in the Guidance Notes), CAF will reclaim Gift Aid in respect of a donation to the Charity Account and apply the amount received from Her Majesty's Revenue and Customs in respect of that Gift Aid reclamation to the Charity Account as if it were a donation or contribution directed to the Charity Account for the purposes of these Terms and conditions.

5.3 Unless otherwise set out in this Agreement, CAF may act upon requests and information that it believes in good faith to have been received from the Donor or an Additional Signatory whether made in writing, electronically or verbally. The Donor shall be responsible for monitoring activity in its Charity Account to ensure that it is being operated to its satisfaction.

6 Closure of a Charity Account

6.1 If at any time, a Donor wishes CAF to close the Charity Account, it shall, on 30 days' notice to CAF, be entitled to request that all assets within the Charity Account are distributed for Charitable Purposes and to give written notice that it wishes CAF to close the Charity Account and terminate this Agreement.

6.2 CAF shall be entitled to close a Charity Account on giving 30 days' notice in writing to the Donor in the following circumstances:

6.2.1 where the assets held in a Charity Account have not changed and have remained there for a period of 24 months;

6.2.2 where there are insufficient monies in the Charity Account to pay the applicable fees, costs, contributions or expenses which become due under this Agreement; or

6.2.3 where CAF decides in its absolute discretion that its ability to advance its Charitable Purposes is best served by the closure of a Charity Account.

6.3 Upon closure of the Charity Account CAF shall distribute the assets. Without prejudice to its overriding discretion, where no Giving Request is in place, CAF shall request that the Donor provides a Giving Request to CAF and shall give the Donor ten working days in which to do so. If this is not received then CAF shall transfer the assets to the General Fund.

6.4 If the Donor wishes to donate further assets to the Charity Account after it has been closed by CAF, the Donor will be requested to submit a new Application Form.

6.5 If the Donor dies and has not left a Letter of Wishes with CAF, or with their executors for CAF, CAF shall transfer the assets comprising the Charity Account to the General Fund and close the Charity Account.

6.6 If the Donor dies and has left a Letter of Wishes with CAF, or with their executors for CAF, CAF shall distribute the assets comprising the Charity Account in accordance with the Letter of Wishes, subject always to CAF's overriding discretion, and close the Charity Account.

7 Limitation of liability

- 7.1 The Donor accepts that any duty of care CAF owes in respect of the Charity Account is owed to the charitable beneficiaries of the Charity Account. The Donor further acknowledges and accepts that as the assets in the Charity Account are owned by CAF, CAF owes no duty of care to the Donor in respect of the assets under this Agreement or in law and that neither CAF nor the Donor can foresee any losses that can be suffered by the Donor in respect of the assets in the Charity Account and that none are within the contemplation of the parties.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.3 Nothing in this Agreement limits or excludes CAF's liability for death or personal injury resulting from CAF's negligence; any damage or liability incurred by the Donor as a result of fraud or fraudulent misrepresentation by CAF or the Trustees; or for any other matter for which the limitation or exclusion of liability is prohibited by law.
- 7.4 Other than as provided in clause 7.3 above CAF shall not be liable for loss of anticipated savings; loss of opportunity; loss of or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- 7.5 To the extent that liability is not lawfully excluded by this clause 7, the total liability of CAF in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance or failure to perform under or in respect of the Agreement shall be limited to the amount deducted from the Charity Account in order to pay CAF's fees, costs, contributions or expenses during the year in which the liability arose.

8 Books and records

CAF shall maintain books to show the Charity Account separately. All expenditures made in furtherance of the purposes of the Charity Account shall be charged against the assets comprising the Charity Account and shall appear on those books. CAF shall keep copies of all books and records and all reports or statements to the Donor for at least four years after closure of the Charity Account.

9 Fees and recovery of costs

- 9.1 The Donor agrees that CAF shall be entitled to recover from its Charity Account any sums of money which may be required to be paid to Her Majesty's Revenue and Customs for any reason in relation to the Charity Account (including, without limitation, costs caused by infringements of any requirements, including the 'benefits rules', which apply to Gift Aid).
- 9.2 The Donor agrees that, to defray the costs of administering the Charity Account, CAF may deduct from its Charity Account all costs, fees, contributions and expenses that it incurs in connection with the operation and administration of the Charity Account. The Donor accepts that CAF will recover its costs by means of a deduction from the Charity Account of a sum equivalent to the costs, fees, contributions and expenses set out in the Fee Schedule. Such sums are deducted from the Charity Account at the time of the relevant transaction.
- 9.3 The Donor agrees that CAF may also deduct from the Charity Account the fees, costs, contributions or expenses associated with the provision of any additional features or additional services that the Donor may request from time to time at the rate or price then prevailing.
- 9.4 For the avoidance of doubt, the Donor agrees and acknowledges that the assets that are required to pay for the costs, fees, contributions and expenses referred to in these terms and conditions will not be available for distribution in accordance with a Giving Request or Letter of Wishes.
- 9.5 Where gifts other than cash are made to the Charity Account, the costs of converting the gift to cash will be met by the Charity Account.

10 Notices

Notices in connection with the Charity Account are to be provided to CAF's head office at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA and to the Donor at the address set out for the Donor in the Application Form or as subsequently notified to and acknowledged by CAF in writing.

Any notice or other communication given under or in connection with the Charity Account shall be in writing and:

- delivered by hand;
- sent by pre-paid recorded delivery;
- sent by facsimile; or
- sent by email (with a copy sent by pre-paid recorded delivery within 24 hours of sending the email) to the relevant party.

Any notice or communication given under or in connection with the Charity Account shall be deemed to have been served:

- if delivered by hand, at the time of delivery;
- if sent by pre-paid recorded delivery, at 9am on the second day after the date of posting;
- if sent by facsimile, at the time of confirmation of completion of transmission by way of a transmission report; and
- if sent by email, at the time of sending (except that if an automatic electronic notification is received by the sender informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, that email shall be deemed not to have been served). Any Donor shall provide any new contact details to CAF as soon as practicable.

Only signatories appointed by a Donor on an Additional Signatory Form may make requests on behalf of the Donor. If at any time a Donor wishes to change the signatories in connection with its Charity Account, it must submit this Form to CAF and the amended authority for a signatory shall come into effect as soon as practicable thereafter. If a Donor wishes to update the contact details of a signatory, the same Form must be submitted to CAF and the new contact details shall be effective on receipt.

11 Complaints

CAF will make every effort to resolve a complaint quickly and fairly. If a Donor has a complaint in relation to any aspect of its Charity Account, CAF will follow the procedure set out in the CAF complaints procedure prevailing at that time.

12 Changes to terms

12.1 CAF may change any of the terms set out in these terms and conditions on providing one month's written notice to the Donor at the address held on file for such person save where CAF is required to change such terms for legal or regulatory reasons.

12.2 CAF shall review the Donor's concerns and respond in writing as soon as is practical indicating whether it accepts or rejects the Donor's views. The parties may discuss what alternatives, including termination of this Agreement, may be pursued if agreement cannot be reached between the Donor and CAF. Where a change is required for legal or regulatory reasons, this may be made immediately without notice. Where the Donor regards any proposed change as unfair or unreasonable in law the Donor shall notify CAF of this view within the one month notice period giving reasons for its views.

13 Data protection

CAF will not share information about a Donor with any outside person or organisation, except where this has been authorised by the Donor or a person acting with their authority or where this is required in order to provide a product or service to the Donor, or where CAF is legally obliged to do so.

14 General

14.1 When a Donor contacts CAF, or is contacted by CAF, by phone, such call may be recorded for security and training purposes, and in making the call, or proceeding with a call CAF makes to you, you are consenting to this.

14.2A delay in exercising or failure to exercise a right or remedy under or in connection with the Agreement shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. Similarly the single or partial exercise of a right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be 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 and shall not constitute a waiver of any other right, remedy, breach or default.

14.3 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of their subject matter and neither party has entered into such agreement in reliance upon, and it shall have no remedy in respect of, any representation or statement which is not expressly set out in this Agreement. The only remedies available for breach of any representation or statement which was made prior to entry into this Agreement and which is set out in this Agreement shall be for breach of contract and nothing in this condition shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

14.4 If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.

14.5 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 (including (without limitation) in relation to any non-contractual obligations) and each party irrevocably waives any objection to the jurisdiction of those courts on the grounds of inconvenience or otherwise, and each party irrevocably agrees that a judgment or order of those courts in connection with this Agreement is conclusive and binding upon it.

Schedule

Additional Signatory means the person or persons appointed by a Donor on an Additional Signatory Form to assume certain rights and responsibilities of the Donor under this Agreement alongside the Donor.

Additional Signatory Form means the form made available by CAF from time to time in which a Donor can notify CAF of an Additional Signatory and/or update such Additional Signatory contact details (as applicable) to its Charity Account.

Assets means all assets including cash, stocks, shares and/or non-cash assets given to CAF by or on behalf of a Donor for inclusion in the Charity Account.

Agreement means these terms and conditions, the Application Form and the Fee Schedule which together represent the agreement between the Donor and CAF.

Application Form means the form made available by CAF from time to time in which a Donor can apply to open a Charity Account.

CAF means the Charities Aid Foundation, an unincorporated charitable trust (registered charity number 268369), and where applicable 'CAF' shall mean the Trustees of the Charities Aid Foundation and those acting with their authority.

Charitable Purpose(s) shall have the meaning given to it in English law as set out in section 2 of the Charities Act 2006.

Charity Account means the Initial Donation and any additional contributions or donations from the Donor or directed to CAF to be held subject to terms and conditions and to the request of the Donor, in each case, to be applied for Charitable Purposes.

Connected Person means a spouse, close relative or such other acquaintance as Her Majesty's Revenue and Customs shall from time to time regard as connected to the Donor.

Donor means the person noted as such on the Charity Account Application form.

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

Forms means any or all of the Application Form, the Letter of Wishes and the Additional Signatory Form submitted by the Donor as the context may require.

General Fund means the fund or funds from time to time established by the Trustees for Charitable Purposes for distribution by CAF in support of its mission.

Gift Aid means the amount equal to basic rate tax that CAF can reclaim on a gift made to CAF by a UK taxpayer who has paid more than the value of the amount being so reclaimed in income tax during the tax year in question, and who has made a declaration to this effect in the form required by Her Majesty's Revenue and Customs from time to time.

Giving Request means a written, electronic or verbal request made to CAF from time to time by a Donor or an Additional Signatory regarding distribution of all or part of the Charity Account for Charitable Purposes.

Guidance Notes means the additional information and explanatory notes relating to the operation of the Charity Account, made available by CAF from time to time.

Initial Donation means the donation remitted to CAF by the Donor with the Application Form.

Letter of Wishes means the form made available by CAF from time to time in which a Donor can communicate any request to CAF regarding distribution of the Charity Account on their death for Charitable Purposes.

Trustees means the Trustees from time to time of CAF.

T: 03000 123 000
F: 03000 123 160
W: www.cafonline.org/charityaccount
E: charityaccounts@cafonline.org

Registered charity number 268369

CAF Charities Aid
Foundation