

# CAF GIFT AID CHARITY ACCOUNT

TERMS AND CONDITIONS AS AT 1 SEPTEMBER 2023

This document together with any Requests, the Forms, and the Schedule of Charges, sets out the terms and conditions between you and CAF for the CAF Account – or accounts – you have with us.

Definitions apply to all references to those terms in this Agreement. “We”, “us”, “our” or “CAF” refer to Charities Aid Foundation.

“You”, “yourself” or “your” are references to the person(s) or organisation which is, or will be, the Authorised Account Holder.

## CAF CORE TERMS AND CONDITIONS

### 1 NATURE OF A CAF ACCOUNT

- 1.1 When you submit a completed application form, this is your request to open a CAF Account. If we accept your application, we will issue a confirmation that your account is open.
- 1.2 Any Funds you contribute to a CAF Account are an irrevocable, outright gift by you to us of all right, title and interest in the Funds. We agree to hold the Funds and apply them solely for Charitable Purposes. We also agree to provide you with information about the Funds, as outlined in this Agreement.
- 1.3 Once a contribution has been made to your CAF Account:
  - 1.3.1 We cannot return the contribution to you, or where applicable, to your employees;
  - 1.3.2 You (nor any Connected Person) will not be able to benefit from the Funds in your CAF Account at any time, with “benefit” being defined by any relevant Supervisory Authority; and
  - 1.3.3 No distribution from your CAF Account may be used to discharge or satisfy a legally enforceable pledge or obligation of any person, other than the Charity Partner receiving the distribution.
- 1.4 Any income or gain resulting from our investment of undistributed Funds (being cash not committed to specific investments or distributions) will be used by us for our own charitable purposes, unless the investment has been directed by you in accordance with your product feature terms and conditions.

### 2 OUR GENERAL AUTHORITY

- 2.1 When distributing the Funds, we will consider your wishes set out in any Request or Letter of Wishes. Distributions will be subject to the terms of this Agreement, as well as our procedures, policies and any applicable laws and regulations in force. However, and notwithstanding any other terms of the Agreement, we shall at all times have final discretion as to whether or when to distribute Funds in pursuance of our Charitable Purposes. We will need to make sure Funds are used for Charitable Purposes and in compliance with Financial Crime prevention regulations, and we will not make any distribution (or investment) until we are satisfied on these points.
  - 2.2 You acknowledge that we will manage the Funds using any counterparties we deem appropriate, and that extreme circumstances – such as counterparty default – may result in the value of the Funds decreasing.
  - 2.3 We do not guarantee or endorse the charitable objects or the financial standing or status of an organisation to which we may distribute Funds from your CAF Account. We also do not guarantee or endorse the charitable objects or the financial standing or status of an organisation we may identify in any report or analysis in relation to the provision of your CAF Account.
- ### 3 YOUR RIGHTS AND OBLIGATIONS
- 3.1 You may not fundraise for your CAF Account without signing up to our specific fundraising terms. Fundraising means asking third parties for money or other property for charitable, benevolent or philanthropic purposes.
  - 3.2 Only you or Authorised Contributors can contribute Funds to your CAF Account.
  - 3.3 You will have access to your CAF Account statements.
  - 3.4 You will keep your CAF Account in sufficient Funds to fulfil your distribution Requests, and to settle any Charges or other costs which we may deduct from your CAF Account, as explained in clause 6.1.
  - 3.5 Where a distribution of Funds is made to an organisation we believe you have a connection with, we may notify HMRC of the distribution and the connection without asking for your approval.

- 3.6 You will not suggest that we use any portion of the Funds for anything other than Charitable Purposes.
- 4 OPERATING YOUR CAF ACCOUNT**
- 4.1 You will be able to contribute Funds to your CAF Account via the methods we provide and ask us to distribute Funds by using a distribution Request and/or Letter of Wishes (in the case of an individual).
- 4.2 We will retain your contribution in pounds sterling (unless otherwise agreed with us). Charity Partners may receive the currency of their choice, subject to our banker and/or payment service provider being able to remit in that currency.
- 4.3 We cannot guarantee a fixed exchange rate for Foreign Currency. The amount deducted from your CAF Account will reflect the exchange rate our banker and/or payment service provider offers us when we authorise the transaction with them, as well as any fees they charge us.
- 4.4 We are required to complete (and refresh) Customer Due Diligence on you and anyone else who operates or makes contributions to a CAF Account. You agree that you may also have to provide details – in accordance with our Customer Due Diligence requirements – of any funding provided to your CAF Account, and that you will share details of the underlying source of funds and/or source of wealth, as well as details on ownerships and control (in the case of an organisation). You should be aware that depending on the results we may decline to open your CAF Account, accept any of your contributors or anyone operating your CAF Account or terminate it as appropriate.
- 4.5 You agree that we can copy and retain documentation provided as part of Customer Due Diligence, subject to Data Protection Legislation.
- 4.6 Until we complete our Customer Due Diligence checks and any refresh of those checks, we may restrict transactions to and from your CAF Account.
- 4.7 Any Funds contributed to us before we have completed or refreshed our Customer Due Diligence checks will be held in a separate holding account pending completion of our checks. It will be at our sole discretion as to whether such Funds will be distributed for Charitable Purposes or be returned to you (or as otherwise required by law) in accordance with these terms.
- 4.8 You must let us know of changes to your contact details and account details – or anything else related to our Customer Due Diligence information – as soon as possible.
- 4.9 You will be responsible for monitoring activity in your CAF Account to ensure that it is being operated to your satisfaction.
- 5 REQUESTS, AUTHORISED SIGNATORIES AND LETTERS OF WISHES**
- 5.1 You or an Authorised Signatory may make a Request which sets out how you wish us to invest or distribute the Funds for Charitable Purposes.
- 5.2 We will act on Requests and information we believe in good faith to have been received from you or an Authorised Signatory. These Requests may have been made in writing, electronically or verbally.
- 5.3 To change identity or details of the Authorised Signatories in connection with your CAF Account, you must submit a completed Request to us.
- 5.4 In the case of an individual, where an Authorised Signatory is appointed to act alongside you in operating your CAF Account, you confirm that you have their consent for us to undertake or refresh our Customer Due Diligence checks and acknowledge that any Authorised Signatories may need to provide additional documentation for that purpose. In the case of an organisation, any Authorised Signatory is appointed on behalf of the organisation itself and therefore Customer Due Diligence will be completed on the organisation.
- 5.5 You may amend any Request we have previously accepted by making a new Request, which will only take effect after we have accepted it (including, where necessary, completing or refreshing any Customer Due Diligence checks).
- 5.6 In the event of any conflict between the Requests received from you or any Authorised Signatory, then we shall take account of the most recent Request, where practicably possible
- 6 CHARGES AND RECOVERY OF COSTS**
- 6.1 You agree that we may deduct from your CAF account (or any other nominated CAF Account):
- 6.1.1 All Charges, costs or expenses associated with providing your CAF Account or any additional features or services that you may request, charged at the rate or price notified to you; and
- 6.1.2 All Charges, costs, expenses, negative interest charges (if applicable) and losses of whatever nature that we incur or that become reasonably due to third parties or us in connection with the operation and administration of your CAF Account (including any costs attributable to additional Financial

Crime prevention investigations), unless this is due to our negligence. These costs will be communicated to you before we make any deductions; and

- 6.1.3 Any sums of money which may be required to be paid to HMRC for any reason in relation to the Funds contributed to your CAF Account. The reasons include, without limitation, costs caused by infringements of any requirements, such as the 'donor benefits and tainted donation rules', applicable to tax-effective charitable donations.
- 6.2 Where there are insufficient amounts held in your CAF Account (or another nominated CAF Account) in question to cover any Charges, costs or expenses as set out in this clause 6, we will be entitled to invoice you, and you shall pay, on the following basis:
- 6.2.1 all sums due under the Agreement will (unless otherwise stated) be due for payment within 30 days from the date of the relevant invoice;
- 6.2.2 all sums payable in accordance with the Agreement will be paid free and clear of all deductions or withholdings of any kind. If you are required to make any deduction or withholding, the amount of the payment due from you will be increased to an amount which covers the tax deduction or withholding you wish to make; and
- 6.2.3 if you do not pay a sum when it is due, we may use Funds in any of your CAF Accounts to reduce or repay the amount you owe. When required, we reserve the right to charge interest on the overdue sum from the due date until the date of actual payment at the rate of 3% above the prevailing sterling base rate of the Bank of England.

## 7 CLOSURE OF YOUR CAF ACCOUNT AND DISTRIBUTION OF FUNDS

- 7.1 To close your CAF Account and/or terminate this Agreement, you must provide 30 days' written notice. You must also provide a distribution Request in order to request that all Funds in your CAF Account are distributed for Charitable Purposes. You may have to pay an early closure charge if your CAF Account is subject to a minimum term requirement. This will be set out in your Schedule of Charges.
- 7.2 You acknowledge that it may, on occasion, take longer than 30 days to distribute the Funds. If this is the case, your CAF Account will remain active for a longer period for the sole purpose of distributing the remaining Funds.
- 7.3 If you hold more than one type of CAF Account, you may close one or more of them in accordance with

clause 7.1. Closure of all CAF Accounts will operate as termination of this Agreement.

- 7.4 We may distribute Funds in your CAF Account for Charitable Purposes and/or close your CAF Account by giving you 30 days' notice in writing in the following circumstances:
- 7.4.1 where there has been no activity on your CAF Account 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;
- 7.4.2 we receive notice or obtain evidence to our satisfaction of your death (in the case of an individual), or dissolution, insolvency or winding up (in the case of an organisation), or the death of all Successors (if applicable);
- 7.4.3 there are not enough Funds in your CAF Account to pay the applicable Charges, costs or expenses which become due under this Agreement; or
- 7.4.4 except for material breaches – which shall include but not be limited to 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.
- 7.5 We may close a CAF Account and/or terminate this Agreement immediately if:
- 7.5.1 we know or suspect that you or anyone else is using your CAF Account for criminal or fraudulent purposes or in connection with the misuse of charitable funds;
- 7.5.2 we are required to for legal or regulatory reasons, or at the direction of a regulator or by law enforcement authorities;
- 7.5.3 we do not have the information we need to operate your CAF Account (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 Account;
- 7.5.4 you or an Authorised Signatory behave inappropriately when using our service. This includes but is not limited to being threatening or abusive towards our employees, either verbally or in writing;
- 7.5.5 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;
- 7.5.6 you have materially breached the terms of this Agreement. A material breach includes,

but is not limited to, a breach of clause 16.3 (compliance with regulations clause); or

- 7.5.7 we decide that closing your CAF Account will allow us to better advance our Charitable Purposes.
- 7.6 Subject to our overriding discretion, upon closure of your CAF Account, we will distribute the Funds in accordance with your current distribution Request. Where you do not have a valid distribution Request in place, you must provide one within 30 days. If we do not receive a valid distribution Request within this time, we will be entitled to transfer the Funds to our unrestricted funds to meet our Charitable Purposes.
- 7.7 Subject to our overriding discretion, where we receive notice or obtain evidence to our satisfaction that you have died (and, where relevant, no Successor is appointed and able to act), become insolvent, dissolved, wound up, or an administrator or receiver has been appointed (as appropriate), we will distribute the Funds in your CAF Account in accordance with your Letter of Wishes or distribution Request.
- 7.8 If you are an individual, if we do not hold a Letter of Wishes, we will be entitled to transfer the Funds to our unrestricted funds to meet our Charitable Purposes and close your CAF Account.
- 7.9 We may distribute or invest Funds from your CAF Account for Charitable Purposes without seeking or considering your wish or request if, in our reasonable opinion, your wish, request or purported request is no longer possible, practical, or ethical – or if it does not fulfil a Charitable Purpose.
- 7.10 If you wish to contribute further Funds to your CAF Account after we have closed it, we will ask you to submit a new application form.

## 8 LIMITATION OF LIABILITY

- 8.1 You accept that any duty of care we owe regarding the Funds is owed to the Charity Partners receiving the Funds held in your CAF Account. You also acknowledge and accept that, as the Funds in your CAF Account are owned by us, we owe no duty of care to you in respect of the Funds under this Agreement or in law. In addition, you acknowledge and accept that neither us nor you can foresee or contemplate any losses that can be suffered by you in respect of the Funds in your CAF Account.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.3 Nothing in this Agreement limits or excludes either party's liability for: death or personal injury resulting from the other party's negligence; any damage or

liability incurred by a party because of fraud or fraudulent misrepresentation by the other party; or for any other matter for which the limitation or exclusion of liability is prohibited by law.

- 8.4 Other than as provided in clause 8.3 above, neither party shall be liable for loss of anticipated savings, loss of opportunity, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.5 To the extent that liability is not lawfully excluded by this clause 8, the total liability of either party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise arising in connection with the performance, contemplated performance, or failure to perform under or in respect of the Agreement shall, in our case, be limited to the amount charged to you during the 12-month period prior to the date when the liability arose and; in your case, be limited to the greater of the amount charged to you or the amount of funds held by us on your behalf in the 12-month period prior to the date when the liability arose. This liability cap does not apply to any indemnities you may be subject to in our product terms and conditions, or other documentation entered into by us and you.
- 8.6 Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 8 shall continue to apply without any time limit.

## 9 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 11 (Changes to terms).

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).



## 10 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.

## 11 CHANGES TO TERMS

11.1 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.

11.2 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.

## 12 DATA PROTECTION

12.1 You acknowledge that any information you provide us is up-to-date and accurate, and will notify us of any changes to the information you hold as soon as possible.

12.2 You must read and be aware of our Privacy Notice, available at [www.cafonline.org/privacy](http://www.cafonline.org/privacy)

12.3 For the purposes of providing and operating your CAF Account(s), we may occasionally use trusted third parties to process your Personal Data.

12.4 We will always comply with our obligations and procure that our trusted third parties comply with their obligations under all applicable Data Protection Legislation.

12.5 We will only process Personal Data for the purpose of lawfully providing your CAF Account(s), or as otherwise expressly authorised by you.

12.6 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.

12.7 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.

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

## 13 CONFIDENTIALITY

13.1 Both parties will keep confidential and not disclose any Confidential Information to anyone, unless this information is required to be disclosed by law or by regulation (whether or not having the force of law), or by any Supervisory Authority.

13.2 Each party undertakes to use any Confidential Information for nothing other than the performance of this Agreement and not otherwise for its own benefit or the benefit of any third party.

13.3 Neither party will make any announcement – public or otherwise – concerning the existence or terms of this Agreement without the prior written consent of the other. You may not reference, market, or publicise your CAF Account or relationship with CAF without our prior written consent. We will be entitled to approve the form and content of any publication prior to providing our consent. We will obtain your prior written consent before we use your details for our own publicity.

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

## 14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights belonging to a party before this Agreement becomes effective will remain vested in that party. If modifications to pre-existing material are inseparable from the pre-existing material, the party who owns the pre-existing material will own the modifications.

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

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

## 15 WARRANTIES AND REPRESENTATIONS

15.1 You represent, warrant and undertake that:

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

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

15.1.3 the operation of your CAF Account will not cause us to infringe any third party rights

(including but not limited to third party Intellectual Property Rights) or any third party item supplied directly or indirectly by you;

- 15.1.4 you have and will maintain in force all necessary memberships, licences, registrations, approvals, consents, or qualifications required by any applicable law, order or regulation necessary to perform your obligations under this Agreement; and
- 15.1.5 for organisations: you will maintain and review appropriate and proportionate internal policies and procedures in connection with the Criminal Finance Act 2017; the Modern Slavery Act 2015, the Bribery Act 2010 and Sanctions regulations – as amended from time to time – as well as any other legislation relating to bribery and corruption, tax evasion, sanctions and modern slavery.
- 15.2 We represent, warrant and undertake that:
- 15.2.1 We have full capacity and authority to enter into and perform the Agreement;
- 15.2.2 we have and will maintain in force all necessary memberships, licences, registrations, approvals, consents or qualifications required by any applicable law, order or regulation necessary to perform our obligations under this Agreement;
- 15.2.3 the operation of your CAF Account will not cause you to infringe any third-party rights (including but not limited to third party Intellectual Property Rights) or any third party item supplied directly or indirectly by us;
- 15.2.4 we shall keep up to date a disaster recovery and business continuity plan to ensure the continued provision of your CAF Account in the event of any incident affecting the functioning of our organisation; and
- 15.2.5 we will maintain and review appropriate and proportionate internal policies and procedures in connection with the Criminal Finance Act 2017; the Modern Slavery Act 2015, the Bribery Act 2010 and Sanctions regulations – as amended from time to time – as well as any other legislation relating to bribery and corruption, tax evasion, sanctions and modern slavery.

## 16 GENERAL

- 16.1 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.

- 16.2 When you or an Authorised Signatory contact us or are contacted by us by phone, calls may be recorded for monitoring and training purposes.
- 16.3 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).
- 16.4 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.
- 16.5 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.
- 16.6 This Agreement, including any product feature terms and conditions (as provided to you by us), 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.
- 16.7 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.

- 16.8 We do not provide regulated legal, financial, investment or tax advice. You are strongly encouraged to seek independent advice if anything is unclear.
- 16.9 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.
- 16.10 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.
- 16.11 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.
- 16.12 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.
- 16.13 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.
- 16.14 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.

In the event of a conflict between these CAF Core Terms and Conditions and the terms and conditions for any products you have with us, the feature terms and conditions take precedence, but only in relation to the conflicting terms.

## GIFT AID CHARITY ACCOUNT: FEATURES

### GIFT AID – GENERAL

1. Gift Aid means the amount equal to basic rate tax that can be reclaimed on a gift made by a UK taxpayer. The taxpayer must have paid more than the value of the amount being reclaimed in income or capital gains tax during the tax year in question, and made a declaration to this effect in the form required by HMRC.
2. We will reclaim Gift Aid in respect of a contribution from an eligible person who has completed a valid Gift Aid Declaration for an eligible CAF Account. We will apply the amount received from HMRC in respect of that Gift Aid reclamation to your CAF Account as if it were a contribution to your CAF Account for the purposes of this Agreement.
3. We draw your attention to clause 6.1.3 of the CAF Core Terms and Conditions, which entitles us to recover any sums of money from your CAF Account which may need to be paid to HMRC for any reason in relation to your CAF Account (including, without limitation, costs caused by infringements of any requirements, including the 'benefits rules', which apply to Gift Aid).
4. Where we hold a Gift Aid Declaration, we will automatically reclaim Gift Aid in respect of a contribution to your CAF Account when your contribution is made. It is your responsibility to let us know if you do not want us to claim Gift Aid prior to contribution. Gift Aid claims cannot be recalled once submitted. We accept no liability for any additional tax you are responsible for paying, for example, if you haven't paid enough tax that year or are unemployed.
5. You can claim Gift Aid in respect of contributions to your CAF Account in the past four tax years. We can process these retrospective claims if we have sufficient notice. We accept no responsibility for claims requested outside of the claims window or being unable to process these claims before the window closes.
6. We are not responsible for the timing or amounts of Gift Aid returned to us by HMRC as they are outside of our control.

### LETTER OF WISHES

1. You may request how you wish us to distribute the Funds (and Income, if applicable) in your CAF Account for Charitable Purposes after your death in a Letter of Wishes.
2. Only one Letter of Wishes may apply to your CAF Account at any one time. Any amendments or revocation of a Letter of Wishes must be made in accordance with the process we provide and be signed by all Authorised Account Holders in order to take effect.

3. The Letter of Wishes will take effect only in the event of the death or permanent incapacity of all Authorised Account Holders.
4. Where an Authorised Signatory is appointed to act for or alongside you in operating your CAF Account, they will not have the authority to revoke or amend a Letter of Wishes.

### FUNDING THROUGH DEEDS OF VARIATION

If you are a named beneficiary of a will and you execute a Deed of Variation in our favour, we will distribute the Funds for Charitable Purposes in accordance with these terms. A Letter of Wishes, or wishes expressed in the Deed of Variation, is subject to CAF's absolute discretion, and any additional regulatory checks that may be necessary.

### NON-CASH CONTRIBUTIONS

At our sole discretion, we agree to accept a Request for contributions of non-cash assets, called "Gifted Assets", throughout these terms, subject to the necessary checks and statutory and/or regulatory limitations.

- 1.1 When you send a Request, it constitutes an offer by you to sell or transfer to us, on the terms of this Agreement, the Gifted Asset to which the Request relates.
- 1.2 When we accept a Request, we will issue a written acceptance. If we do not issue this acceptance, it means we do not accept the Request.
- 1.3 You will:
  - 1.3.1 comply with your obligations under the Agreement and any applicable law and regulations; and
  - 1.3.2 give us access to documentation and information about the Gifted Asset as needed and requested with reasonable notice, including, but not limited to, proof of ownership, documents of authenticity and, where we have agreed for you to sell the Gifted Asset on our behalf, proof of sale.
- 1.4 Once the Gifted Asset has been transferred in whole or in part, and legally and/or beneficially, to us, it cannot be returned to you and, unless otherwise agreed by us, you will have no further right to or interest in the beneficial value of the Gifted Asset or any return or income accruing thereto.
- 1.5 Where any income or return, or similar, accruing to the Gifted Asset is received by you or your representative after the date on which we have accepted the Gifted Asset, you will hold, or will ensure that your representative holds, the income or return, or similar, on trust for us and to our order. You will make sure that any such income or return, or similar, is transferred to us within 14 days of receipt.
- 1.6 Where we have agreed for you to sell the Gifted Asset on our behalf, you will hold, or will ensure that your representative holds, any proceeds of sale received by you or your representative, on trust for us and to our order. You will ensure that any such proceeds of sale are transferred to us within 14 days of you receiving them.
- 1.7 Where a Gifted Asset has been beneficially transferred to us but is held or administered by you or your representative, you will hold or administer the Gifted Asset on trust for us and to our order. You agree to exercise any rights and powers vested in you in relation to the Gifted Asset as directed by us, and procure that any representative exercises any rights and powers regarding the Gifted Asset as directed by us.
- 1.8 You agree that we may deduct from your CAF Account all losses (of whatever nature), costs, charges, and expenses that become due to us or any third parties in connection with any Gifted Asset as well as all costs and charges incurred by us in the transfer, sale, maintenance, insurance and/or upkeep of any Gifted Asset.
- 1.9 We do not provide regulated legal, financial, investment or tax advice. You are strongly encouraged to seek independent advice before transferring any Gifted Asset to us if anything is unclear.
- 1.10 Where we have agreed to accept your contribution of a Gifted Asset, we will undertake the transfer of the Gifted Asset as soon as is reasonably practicable.
- 1.11 Where we have agreed to sell the Gifted Asset and transfer the proceeds of sale to the CAF Account in question, we will undertake the sale as soon as is reasonably practicable.
- 1.12 You agree, accept, and understand that we accept no responsibility or liability in respect of achieving a particular price or value for the Gifted Asset, and that a sale may therefore be made below the value of the Gifted Asset at the time it was transferred to us.
- 1.13 Notwithstanding clause 1.12 above, where we have agreed to purchase the Gifted Asset from you at below market rate (gift of the gain), you accept and understand that we will not pay you more than the actual proceeds received in respect of the sale of the Gifted Asset, which may be less than the originally agreed purchase price.
- 1.14 All Intellectual Property Rights in and to the Gifted Asset will be transferred to us as part of the transfer of the Gifted Asset. You warrant and represent to us that you hold all legal and beneficial rights to and title in such Intellectual Property Rights.



- 1.15 You will indemnify and hold us harmless on a continuing basis against any third party claim of breach of their Intellectual Property Rights in respect of or in relation to the Gifted Asset. This indemnity is not subject to the limitation of liability in clause 8.5 of the CAF Core Terms and Conditions.
- 1.16 You represent, warrant and undertake that:
- 1.16.1 the contents of all documentation and information you or someone on your behalf provides us with in respect of the Gifted Asset is in all respects true and accurate, and is not in any way misleading;
  - 1.16.2 you will undertake your obligations and duties under the Agreement with reasonable skill and care within any timescales specified by us; and
  - 1.16.3 the transfer to us of the Gifted Asset and any subsequent use or sale by us of the Gifted Asset will not cause us to infringe any third party rights (including, but not limited to, third party Intellectual Property Rights).

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## DEFINITIONS

### AGREEMENT

The CAF Core Terms and Conditions, any product feature terms and conditions 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 ADVISER

Anyone you appoint to act on your behalf to request changes to the investments in your CAF Account.

### AUTHORISED CONTRIBUTOR

An individual or entity contributing Funds to your CAF Account, as authorised by CAF.

### 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 COMMUNITY ENGAGEMENT FUND\*

An account enabling your organisation to engage employees and customers to raise funds for charitable causes.

### CAF DONATE SERVICE\*

A digital fundraising tool allowing you to facilitate online donations for Nominated Charities into your CAF Account.

### 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.

### CARE OF CAF TRUST

A CAF Account opened prior to your death which we may, at our discretion, agree to manage after your death in accordance with your Letter of Wishes or other Request.

### 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.

### CONNECTED PERSON

A spouse, close relative or any other person His Majesty's Revenue and Customs would regard as connected to you.

### 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.

### DEED OF VARIATION\*

A legal document which can vary the terms of a will.

### DORMANT ASSETS\*

Assets which have not been claimed or accessed by the owner of those assets within a period of time considered by you to be appropriate.

## **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.

## **FOREIGN CURRENCY**

Any currency other than British Pound Sterling (GBP).

## **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.

## **FUNDRAISING REGULATIONS**

Any current UK legislation and regulation relating to fundraising.

## **GIFT AID**

The amount equal to basic rate tax that we can reclaim on a gift made to us by a UK taxpayer.

## **GIFT AID DECLARATION**

A declaration completed by a UK tax payer as required by His Majesty's Revenue and Customs stating they have paid more than the value of the amount of Gift Aid being reclaimed in income of capital gains tax during the tax year in question.

## **GIFTED ASSET**

A non-cash asset that we may agree to accept.

## **GROUP ORGANISATION**

In relation to a company or a trust, that company or trust, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

## **INCOME**

Any earnings or interest which accrues on the Funds in a CAF Charitable Trust.

## **INPUT MATERIALS\***

Any logos, materials and other information provided to us to create your online donation page for the CAF Donate Service for the CAF Community Engagement Fund.

## **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.

## **LETTER OF WISHES^**

Your request to us to distribute Funds for Charitable Purposes upon your death.

## **NOMINATED CHARITY\***

The charity or charities we have validated before you raise funds for that charity.

## **MATCHING APPLICANTS\***

An employee who submits an application to us to be considered as part of your CAF Matched Giving Service.

## **MATCHING CONTRIBUTIONS**

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

## **MATCHING CRITERIA\***

The criteria you provide us with for the purpose of assessing Charity Partners for the CAF Matched Giving Service.

## **PAYMENT CARD INDUSTRY SECURITY STANDARDS**

Payment Card Industry Data Security Standard is a set of security standards issued by the PCI Security Standards Council.

## **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.

## **PRIVACY NOTICE**

The document which explains how we use and process your data - available at [cafonline.org/privacy](http://cafonline.org/privacy)

## **REQUEST**

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

## **SCHEDULE OF CHARGES**

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

## **SEGREGATED PORTFOLIO**

A portfolio of contributed funds managed by an approved third party discretionary investment manager appointed by us.

## **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.

**SUCCESSOR^**

Anyone over the age of 18 validly appointed by you to assume your rights and responsibilities under this Agreement in place of you in the event of your death or permanent incapacity. This includes any person or persons appointed in turn by such person or persons in their place.

**VENTURESOME**

Our social investment service providing social enterprises, charities and community organisations with affordable, flexible finance.

\*Applicable to organisations only

^Applicable to individuals only