

Payroll Giving Agreement

This Payroll Giving Agreement (the "Agreement") is made pursuant to "THE CHARITABLE DEDUCTIONS (approved schemes) REGULATIONS 1986" (as amended by SI 2000/759, SI 2000/2083, SI 2014/584), and is made as of (day) of (month) (year)

BETWEEN:

Charities Trust, a charity and company limited by guarantee registered under the laws of England and Wales approved by HMRC for the purposes of acting as a Payroll Giving Agency under the Regulations (Registered Charity No. 327489, Registered Company No. 2142757), whose registered office is at Suite 22, Century Building, Tower Street, Liverpool L3 4BJ; and

..... with a Company identification number of
whose registered office is at:
..... (the "Employer")

1. Charities Trust hereby constitutes the Employer as the agent of Charities Trust in holding monies withheld from employees pursuant to a payroll-giving scheme ("Scheme").
2. It is agreed that the Employer:
 - 2.1. Acknowledges the right of all employees to participate in the Scheme and will obtain from each employee who wishes to participate an instruction specifying the sum to be deducted in a form agreed by Charities Trust.
 - 2.2. Will ensure that employee donations are a minimum of £1 per week or £5 per month. Donations may be split between charities provided that no single charity nomination is less than £1.
 - 2.3. Will pay to Charities Trust monies withheld from employees enrolled in the scheme within 14 days of the end of the Income Tax month, by BACS transfer quoting the appropriate reference number (the 'CT' contract number) supplied by Charities Trust.
 - 2.4. Will send to Charities Trust details of each participating employee and their donation amounts within 14 days of the end of the income tax month in which the deductions were made.
3. It is agreed that Charities Trust will pay to the charities specified by the employees the monies paid to Charities

Trust by the Employer before the expiry of the relevant period in either:

- 3.1. Thirty-five (35) days beginning on the day when Charities Trust receives all monies from the Employer provided that Charities Trust has: (a) received from either the Employer or External Provider on or before that day a listing of those employees from whom the monies have been withheld, and (b) received the charity or charities nominations specified by those employees; OR
 - 3.2. Sixty (60) days beginning on the day when Charities Trust receives all monies from the Employer where Charities Trust has: (a) not received from either the Employer or External Provider a listing of those employees from whom the monies have been withheld; or (b) not received the charity or charities specified by those employees.
4. It is agreed that Charities Trust:
- 4.1. Will in no circumstances appropriate donations to its own funds.
 - 4.2. Provide to HMRC such returns and reports as are required by the Regulations.
 - 4.3. Retain all records and documents as required by the Regulations.
5. Alternative nominations:
- 5.1. If for any reason it becomes impossible to pay any amount to a charity specified by an employee reasonable attempts will be made to contact the employee to request an alternative nomination. Where no alternative nomination is received, Charities Trust will pay that amount to such other charity as it may consider has objects similar to those of the charity specified by the employee.
 - 5.2. Where no nomination is received from an employee, reasonable attempts will be made to contact the employee via the Employer. Where no nomination is received Charities Trust will pay that amount to a charity of Charities Trust's choice that is eligible to receive donations under the Regulations.
6. In no circumstances will sums duly withheld and paid over to Charities Trust according to the terms and conditions of and for the purposes of this Agreement be returnable to the Employer or to any employee.
7. Fees. The charges of Charities Trust in relation to the operation of the scheme are listed below:
- 7.1. Payroll Giving Scheme: The charge for operating the Scheme is 25p per donor per monthly donation. Charges paid on behalf of the employees by an Employer are calculated at the same rate.
 - 7.2. Prepayment fees for Payroll Giving: Upon request Charities Trust can hold and manage a prepayment fund covering twelve (12) months anticipated administration fees, which is topped up annually. The standard

charge for the prepayment fund is £150 + Value Added Tax(VAT) per annum.

7.3. This administration fee is covered by the employer. The total funds for the employees' administration fees should be the fee per donor calculated by the number of donors. This should then be added to the total funds of the payroll donations to be transferred via Bacs.

8. Data Protection

8.1. The Employer and Charities Trust agree to comply with the requirements of the General Data Protection Regulation EU2016/679(GDPR), and the Data Protection Act 2018 together with any which amend, consolidate, replace, supplement or re-enact such provisions and such other laws that are applicable to the protection of personal data in effect from time to time.

8.2. The Employer acknowledges that Charities Trust will pass the details of the employee to the charities nominated by the employee subject to the employee allowing this when completing a charity nomination instruction.

9. Term and Termination

9.1. This Agreement may be terminated at any time by either party giving to the other thirteen (13) weeks previous notice in writing to that effect;

9.2. If at any time the Employer or Charities Trust has without reasonable excuse failed in a significant respect to give effect to the Scheme in accordance with this Agreement, the other party can give immediate notice of termination of this Agreement.

10. Charities Trust reserves the right to request an amendment to these Terms and Conditions by providing written notice to the Employer at the address held on file, and Employer must respond to such request within five (5) business days agreeing, suggesting any changes, or disagreeing to such changes, save where Charities Trust is required to change such terms for legal or regulatory reasons. Where a change is required for legal or regulatory reasons, this may be made immediately and without notice. In the event Employer fails to respond to Charities Trust's written request to amend these Terms and Conditions within five (5) business days, Employer will be deemed to have accepted such changes. If Employer disagrees with the terms and conditions of the amendment then Employer can terminate this Payroll Giving Agreement giving thirteen (13) weeks' notice to Charities Trust in writing, with original terms and conditions valid until termination.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DULY AUTHORISED ON BEHALF OF CHARITIES TRUST

Signed: _____

Job Title: _____

Name: _____

Date: _____

DULY AUTHORISED ON BEHALF OF THE EMPLOYER

Signed: _____

Job Title: _____

Name: _____

Date: _____