CharitableGiving
we make giving easy

Payroll Giving Pack

Your guide to setting up a scheme with us

You could make a

world of difference…

/Charitablegivinguk
@Charitable_giving
@CharitbleGiving
/Charitable_giving

Union Mine Road | Pitts Cleave | Tavistock | PL19 0NS
Tel 01822 611180 | Fax: 01822 618718 | Web: charitablegiving.co.uk
Registered Charity No. 1128013 | Company Registration No. 6754603
Charitable Giving is an HMRC-approved Payroll Giving Agency

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Introduction

About Charitable Giving

Charitable Giving is an HMRC-approved and audited Payroll Giving Agency. We have provided our Payroll Giving services since 1987.

What is the Payroll Giving scheme?

Payroll Giving enables employees and pensioners to donate regularly from their gross pay or pension to charities of their choice. Nominated charities benefit from a reliable and regular income stream.

Benefits

- It's an excellent way to support employees wishing to make tax-effective donations.
- Enhances a company's social responsibility profile and provides good PR opportunities.
- A boost to staff morale and aids staff retention and recruitment.
- Can influence business-to-business (B2B) relationships.

Setting up a scheme

To set up a Payroll Giving scheme with us, you will need to complete our Application Form (Page 6).

Administration Charges

Our charges depend on the total number of employees on your payroll. Refer to the Standard Administration Charges on our Payroll Giving Charges Sheet (Page 5) to find out which charge will apply.

You then decide whether the charge will be paid by the employer or the donor. If you choose for the charges to be paid by the donor you must ensure that they are aware that the charge will be deducted from their total donation before being sent to their chosen charity or charities.

Matching

Decide if you will be matching employee donations. You can match whole donations or just a percentage, it's up to you. Matching donations is a great way to boost scheme participation and could encourage more people to give. Please refer to Matching on our Payroll Giving Charges Sheet for more info.

Approved Contact

Nominate a member of staff to be your first point of contact with Charitable Giving.

Payroll Administrator

This will be the individual or third party who will be in charge of your Payroll Giving scheme and will be responsible for providing Charitable Giving with reconciled monthly schedules of donors and sending monies. They should be given a copy of this information to enable them to process the scheme correctly.

Returning the form

Upon completion please return the form to us.

By post: Charitable Giving
Union Mine Road
Pitts Cleave
Tavistock
Devon
PL19 0NS

By email: setupteam@charitablegiving.co.uk

You can expect to hear from us within 10 working days to confirm that your scheme is set up and ready to use.

We will also provide you with your unique 4-digit Charitable Giving client reference number, our bank details, and a countersigned copy of the contract for your records.

Running the scheme

Employee 'sign-up' methods

A choice of 'sign-up' methods is available, including:

- A Donation Choice Form which can be printed, completed, and returned to us by email or post.
- Electronic sign-up is available on our website (charitablegiving.co.uk).
- An equivalent employer, PFO, or charity mandate.

You do not have to stipulate one sign-up method over another, a combination is acceptable.

At the beginning of each month, if we have received instructions directly from the employee and payroll changes are required, we will notify you by email of the amount to deduct and from whom.

Making employee deductions

Deductions should be made each pay day from the gross pay of participating employees, after National Insurance (NI), but before Income Tax.

Sending funds

When sending us the funds please:

• Send the total amount of money as a single BACS transaction (including all donations and admin charges).
• Include your unique 4-digit client number (provided on set-up) in the payment reference.
• Payment should arrive no later than the 19th day of the month following the month in which the deduction was made (e.g. deductions from January salaries should be paid to us by February 19th at the latest).

Deduction Schedules

Create and send us a reconciled breakdown (schedule) of deductions with every payment made, as per the example below. This is required every month (to meet with HMRC regulations and create a suitable audit trail) even if deductions remain unchanged. Please send these to mail@charitablegiving.co.uk.

If someone other than yourself will ultimately be responsible for sending us the monies and schedule, please ensure that they have access to this information.

Surname	Initials	Staff No	Amount	Matching**
Example A	A	000001	5.00	2.50
Example B	A	000002	10.00	5.00
Example C	A	000003	50.00	10.00
Example D	A	000004	0.00	0.00
Sub-total			65.00	
Admin*			1.50	
Matching**			17.50	
Total			84.00	

* If admin charge is paid by the employer
** If matching applies

Payroll Giving Charges

This page outlines the charges for operating an HMRC-approved Payroll Giving Scheme with Charitable Giving and provides more detail about the choices in sections 2 and 3 of our Payroll Giving Application Form.

Standard Administration Charges

(Section 2 of the Payroll Giving Application Form)

To administer your Payroll Giving donations, there is a small charge to cover the cost of processing. Provided the company employs 50+ employees, you can choose to pay either a percentage or on a fixed-cost basis. The fixed-cost option of 25p is not available to companies with fewer than 50 employees in total on the payroll.

The current charges for companies with 50+ employees are as follows, either:

4% per donation	A charge of 4% of each donation (capped at £10 per donor per month)
25p per donation	A fixed-cost charge per donor per month

The processing charges can be paid by either:

The Employer	Employer pays the charge. This is an allowable expense in your company accounts.
The Donors	Charge deducted from each donor's total donation before the remainder is paid to the nominated charities.

Matching

(Section 3 of Payroll Giving Application Form)

You can match your employees' donations. You decide how much, and this is then added to each employee's donations. Administration charges apply for processing matched donations, the payment for which is the employer's responsibility.

The fee is, in most cases, the same as the donation processing charge (above). Depending on the complexity of your matching model, an additional annual management charge may apply.

It's up to you how much you match. Here are some examples from our current clients:

100% matching	Donations are matched 100%, so charities receive twice as much.
50% matching	Donations are matched at 50% *(e.g. A £10 donation is enhanced by the employer by £5)*
100% capped at £10	Donations are matched 100%, but only up to a maximum of £10 per donor. *(E.g., If an employee donates a total of £50, corporate matching would be limited to £10 for that donation)*

Corporate funds used to support matching programmes are also an allowable expense in your company accounts.

Alternative terms may be negotiated for large companies and schemes with high transaction volumes. To discuss this, please contact us on **01822 611180** or email **setupteam@charitablegiving.co.uk**.

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Payroll Giving Application Form

Please note that the terms in bold in this form are defined within the attached **Conditions**. This form must be completed to enter into an HMRC-approved **Payroll Giving Scheme** with **Charitable Giving**. All fields are mandatory. Please complete in BLOCK CAPITALS.

1. **Employer** Details

Name: | Entity Type (e.g., LTD/LLP/PLC):

Registered No: | Registered Country:

Address: | Postcode:

2. Administration **Charges** (refer to our **Payroll Giving Charges Sheet**)

It is agreed that the administration charge for this **contract** will be (please tick one): ☐ 4% per donation ☐ 25p per donation

It is agreed that the administration charge for this **contract** will be paid by (please tick one): ☐ The **Employer** ☐ The **Donors**

3. Matching (refer to our **Payroll Giving Charges Sheet**)

The **Employer** wishes to (please tick one): ☐ Match Employee donations ☐ Not match Employee donations

It is agreed that the administration charge for matching will be (please tick one): ☐ 4% per matched donation ☐ 25p per matched donation

Match on following basis: Match ____ % of donations, up to a maximum of £ ____ per donation

4. **Approved Contact**

The individual and details given below will be your first point of contact with **Charitable Giving**, other than your **Payroll Administrator**

First name: | Surname:

Email: | Telephone:

5. **Payroll Administrator**

Please enter the details of the individual or third party who is responsible for payroll administration.

First name: | Surname:

Address: | Postcode:

Email: | Telephone:

6. Payroll Details

The Employer's payroll details are as follows:

Frequency: ☐ Monthly ☐ 4-Weekly ☐ Weekly

PAYE Reference Number: (e.g., 123/AB1234) | No. of employees on the payroll (incl. Directors):

By signing below, you agree to enter into the **Contract** with **Charitable Giving** and that you have read and understood the attached **Conditions**.

Signature: | Print name:

Date: DD / MM / YYYY

Role/Title:

For office use only:

Signature: | Print name:

Date: DD / MM / YYYY

Start Date: DD / MM / YYYY

Upon completion, please return to setupteam@charitablegiving.co.uk

/Charitablegivinguk @Charitable_giving

@CharitbleGiving /Charitable_giving

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Conditions:

1. **INTERPRETATION**

1.1 **Definitions.**

Approved Contact	the individual stipulated in the Payroll Giving Application Form or as mutually agreed between the parties from time to time.
Business Day	a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
Charges	the charges as detailed in the Payroll Giving Charges Page and as payable by the Employer for the provision of the Payroll Giving Scheme.
Charitable Giving	Charitable Giving, an HMRC-approved agency, charity (number 1128013), and company limited by guarantee (number 6754603) whose registered office is at Union Mine Road, Pitts Cleave Industrial Estate, Tavistock, PL19 0NS.
Conditions	these terms and conditions and the Payroll Giving Application Form and the contents of the Payroll Giving Pack, each as updated from time to time.
Contract	the contract between Charitable Giving and the Employer for the provision of a Payroll Giving Scheme in accordance with these Conditions.
Donors	employees of the Employer who have opted in to make pre-tax charitable donations through the Payroll Giving Scheme.
Employer	has the meaning set out in the Payroll Giving Application Form.
Payroll Giving Charges Sheet	the document provided by Charitable Giving to the Employer which outlines the Charges.
Payroll Administrator	the third party or individual who administers the Employer's payroll to the Donors.
Payroll Giving Form	the Employer's instruction to commence the Payroll Giving Scheme to which these Conditions are attached.
Payroll Giving Scheme	the operation of a payroll giving Payroll Giving Scheme for the Donors of the Employer in accordance with the Taxes Act 1988 Section 202 and the Charitable Deductions (Approved Schemes) Regulations 1986 including any service set out by Charitable Giving and provided to the Employer as set out in the Payroll Giving Application Form.
Privacy Policy	Charitable Giving's privacy policy, as made available at their website and as updated from time to time.
Privacy and Data Protection Requirements	all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority.

Payroll Giving Pack	the details, information and requirements of the Payroll Giving Scheme provided by Charitable Giving to the Employer as updated by Charitable Giving from time to time.
Start Date	the date on which these Conditions come into force between the parties (in accordance with clause 2.2) as set out in the Payroll Giving Form.

1.2 **INTERPRETATION**

1.2.1 All documents within the Payroll Giving Pack and referred to in, or which otherwise form part of the Conditions, shall bind the parties and shall have effect as if set out in the full body of these Conditions.

1.2.2 In the case of any conflict between the Conditions and any other documentation the Conditions shall take precedence except where stipulated otherwise by Charitable Giving in writing.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.4 Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** includes email but not fax.

2. **BASIS OF CONTRACT**

2.1.1 Submission of the Payroll Giving Form to Charitable Giving by the Employer constitutes an offer by the Employer for charitable Giving to operate, in consideration of the Charges, a Payroll Giving Scheme in accordance with these Conditions.

2.1.2 The Payroll Giving Form shall be deemed to be accepted when Charitable Giving issues a counter-signed Payroll Giving Form to the Employer with a completed Start Date.

2.1.3 These Conditions apply to the Contract to the exclusion of any other terms that the Employer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **PROVISION OF PAYROLL GIVING SCHEME**

3.1.1 Charitable Giving shall:

3.1.2 provide the Payroll Giving Scheme to the Employer from the Start Date and in accordance with the Conditions in all material respects;

3.1.3 hold funds paid over by the Employer in a separate account to which any accrued interest will remain solely the property of Charitable Giving;

3.1.4 have the right to make any changes to the Payroll Giving Scheme which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Payroll Giving Scheme, and Charitable Giving shall notify the Employer in any such event;

3.1.5 provide a web-based portal facility to enable Donors to sign up and manage their individual donations under the Payroll Giving Scheme; and

3.1.6 provide the Employer with such information, documentation and instruction as required so that the Employer and Donors can take part in the Payroll Giving Scheme.

3.1.7 If it is not possible to make a donation (e.g. the Donor has specified a charity that no longer exists or cannot be identified) Charitable Giving shall, at its sole discretion, identify a suitable alternative charity with similar objectives to that originally nominated to be recipient of the donation.

3.1.8 Charitable Giving warrants to the Employer that the Payroll Giving Scheme will be provided using reasonable care and skill.

4. EMPLOYER'S OBLIGATIONS

4.1 The Employer shall:

4.1.1 ensure that details provided to Charitable Giving (including, but not limited to those in the Payroll Giving Form) are complete and accurate;

4.1.2 co-operate with Charitable Giving in all matters relating to the Payroll Giving Scheme;

4.1.3 obtain, from each Donor participating in the Payroll Giving Scheme, authority and instructions in the agreed form as provided in the Payroll Giving Form;

4.1.4 be constituted the representative in the holding of monies withheld from the Donors pursuant to the Payroll Giving Scheme;

4.1.5 where necessary, provide Charitable Giving with the necessary contact details of the Payroll Administrator (as provided for in the Payroll Giving Form);

4.1.6 pay to Charitable Giving sums withheld from Donors pursuant to the Payroll Giving Scheme within 14 days of the end of each income tax month;

4.1.7 make remittance by BACS transfer and provide monthly reconciled schedules of deductions from the salary of each Donor in CSV or other Excel compatible format;

4.1.8 provide Charitable Giving with such information and materials as Charitable Giving may reasonably require in order to provide the Payroll Giving Scheme, and ensure that such information is accurate in all material respects;

4.1.9 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Payroll Giving Scheme are to start; and,

4.1.10 comply with any additional obligations as set out in the Payroll Giving Form.

4.2 If Charitable Giving's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Employer or failure by the Employer to perform any relevant obligation (Employer Default):

4.2.1 Charitable Giving shall without limiting its other rights or remedies have the right to suspend performance of the Payroll Giving Scheme until the Employer remedies the Employer Default, and to rely on the Employer Default to relieve it from the performance of any of its obligations to the extent the Employer Default prevents or delays Charitable Giving's performance of any of its obligations;

4.2.2 Charitable Giving shall not be liable for any costs or losses sustained or incurred by the Employer arising directly or indirectly from Charitable Giving's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 the Employer shall reimburse Charitable Giving on written demand for any costs or losses sustained or incurred by Charitable Giving arising directly or indirectly from the Employer Default.

5. CHARGES AND PAYMENT

5.1 The Charges for the Payroll Giving Scheme shall be as detailed in the Payroll Giving Charges Sheet.

5.2 Charitable Giving reserves the right to increase the Charges, provided that such charges will not be increased more than once in any 12 month period. Charitable Giving will give the Employer written notice of any such increase 1 month before the proposed date of the increase.

5.3 Charitable Giving are not registered for and are exempt from Value Added Tax (VAT).

5.4 The Employer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

5.5 If the Employer fails to make payment of any Charges Charitable Giving may deduct those Charges from charitable donations made by Donors and it is the Employers responsibility to inform Donors of the same.

6. LIMITATION OF LIABILITY

6.1.1 Nothing in the Contract shall limit or exclude Charitable Giving's liability where such exclusion is not permitted by law.

6.1.2 Subject to clause 6.1, Charitable Giving shall not be liable to the Employer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any indirect or consequential loss or loss of profits, sales, business, agreements, contracts, anticipated savings, use or corruption of software, data or information, damage to goodwill.

6.1.3 Except as set out in these Conditions, Charitable Giving's total liability to the Employer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising

under or in connection with the Contract shall be limited to 100% of the total Charges paid for the provision of the Payroll Giving Scheme.

6.2 This clause 6 shall survive termination of the Contract.

7. TERM & TERMINATION

7.1 The Contract shall last for an initial period of 12 months from the Start Date and shall renew for consecutive 12 month periods on the anniversary of the Start Date.

7.2 Without limiting its other rights or remedies, and except during the initial 12 month period, either party may terminate the Contract by giving the other party 3 months' written notice.

7.3 Without limiting its other rights or remedies, Charitable Giving may terminate the Contract with immediate effect by giving written notice to the Employer if the Employer fails to pay any amount due under the Contract on the due date for payment and remains in default for more than 14 days after being notified to make such payment.

8. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

8.1.1 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

8.1.2 clauses which expressly or by implication survive termination shall continue in full force and effect.

9. DATA PROTECTION

9.1.1 The Employer warrants to Charitable Giving that, for the purpose of Charitable Giving operating the Payroll Giving Scheme, the Employer will process, control and obtain any personal data of Donors in compliance with the Privacy and Data Protection Requirements.

9.1.2 Charitable Giving shall abide by its Privacy Policy in the provision of the Payroll Giving Scheme.

9.1.3 Charitable Giving shall process the data provided to it by the Donor only in accordance with the Donor's instructions from time to time and shall not process any personal data for any purpose other than those expressly authorised by the Donor.

9.1.4 The Employer shall have no right to access any personal data provided by Donors to Charitable Giving.

9.1.5 Charitable Giving may unilaterally amend this clause 9 and/or the Privacy Policy to ensure compliance with future legislation concerning data protection (including, but not limited to, the General Data Protection Regulation) and the Employer agrees to comply with any changes.

10. GENERAL

10.1.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 **Assignment and other dealings**

10.2.1 Charitable Giving may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

10.2.2 The Employer shall not, without the prior written consent of Charitable Giving, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

10.3 **Confidentiality**

10.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of 3 years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers or clients of the other party, except as permitted by clause 10.3.2.

10.3.2 Each party may disclose the other party's confidential information, to the minimum amount necessary:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract.;

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or

(c) for the purpose of promoting payroll giving or Charitable Giving's activities (including, but not limited to, the presentation of awards (such as the Quality Mark) to the Employer).

10.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 **Entire agreement.** These Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

10.5 **Remedies.** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

10.6 **Notices.** A notice given to a party under or in connection with the Contract shall be in writing and sent to the party at the address given in these Conditions or as otherwise notified in writing to the other party. The following table sets out methods by which a notice may be sent and its corresponding deemed delivery date and time:

10.7

Delivery method	Deemed delivery date and time
Delivery by hand or courier to the registered office or trading address of either party.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first-class post or other next working day delivery service providing proof of postage to the registered office or trading address of either party.	Midday on the second Business Day after posting or at the time recorded by the delivery service – whichever is earlier.
Email to: • the address of the Approved Contact; or, • mail@charitablegiving.co.uk with the subject "written notice".	At the time of transmission if between 09:00 and 17:00 on a Business Day, otherwise at 10:00 on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.8 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.9 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 or prevent or restrict the further exercise of that or any other right or remedy.

10.10 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10.11 **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

10.12 **Governing law & jurisdiction.** The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the parties submit.

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