



Corporate Options Account Pack

Your guide to setting up a Corporate Options Account





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Introduction

What is a Corporate Options Account?

A Corporate Options Account can be used to store and accumulate funds for your charitable giving activities. These accounts offer two significant benefits - convenience and control. Funds associated with a specific charitable goal can be easily identified, contained and managed.

What can it be used for?

Our clients use Corporate Options Accounts for a variety of purposes for example:

- Depositing funds to cover the administration charges for Payroll Giving and Every Penny Helps; or
- Depositing funds to cover the 'matching' of employees' Payroll Giving deductions.

Set Up

To open a Corporate Options Account, you will need to complete the application on page 4.

Employer details

These are the details of the company you are setting up an account on behalf of.

Account details

This section enables Charitable Giving to identify the use of the account. It is important to know the use so that Charitable Giving can do their work, such as claiming Gift Aid on post-tax income deposits or taking the Payroll Giving Administration charges.

Approved contact

You will need to specify two individuals within your company to manage your account. They will be responsible for ensuring that the account is kept in balance if it is for administration charges.

Your account will take around 10 working days from receipt of your completed application form to be set up.

Operation

Once your account has been opened we will contact you to set up your online access. We will provide you with your account number and our bank details for you to make your initial deposit.

Making Deposits

Monies can be deposited in to your account by either BACS or bank transfer. You must reference your account number to enable us to identify deposits and allocate them easily.

Monies stored in a Corporate Options Account do not accrue interest.

Making Disbursements

Disbursements can only be made by either of the Approved Contacts.

To make a disbursement the Approved Contacts can submit an eVoucher or Standing Order online via Options Online.

Alternatively, multiple disbursement instructions can be sent by way of payment schedules, if this is required then the Approved Contacts should email mail@charitablegiving.co.uk.

Some disbursements may be initiated by Charitable Giving, depending on the purpose of the account, e.g. 'matching' costs.

Charges

Charitable Giving will deduct charges from the Corporate Options Account.

Need Help?

Call us on **01822 611180**

Or email mail@charitablegiving.co.uk





Corporate Options Account (COA) Form

Employer details

Company Name: Entity Type:
Registered No: Registered Country:
Company Address:

Approved Contact (1)

Title: First Name: Surname:
Job title:
Email address: Telephone:

Approved Contact (2)

Title: First Name: Surname:
Job title:
Email address: Telephone:

Account details

Account Name:
Purpose of account:
 Cover Payroll Giving administration charges
 Collect employee Payroll Giving donations
 Other (please specify)
 Cover Matching of Payroll Giving donations
 Collect funds raised post-tax

Account Charges

opt out of charity verification service. If ticked, clause 5.1 shall not apply and clause 5.2 shall apply
 Invoice Charges separately
Initial set-up Deposit Disbursement

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

Signature: Print name:
Date:

For office use only:

Signature: Print name:
Date:

Start date:





Conditions

1. INTERPRETATION

1.1 Definitions.

| | |
|---|--|
| Approved Contacts | the individuals stipulated in the COA Form or as mutually agreed between the parties from time to time. |
| Approved Charity | a charity which Charitable Giving holds the details for or is otherwise able to be identified for the purpose of making a Disbursement. |
| 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 COA Form and as payable by the Employer for the provision of the COA. |
| Charitable Giving | Charitable Giving, a 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 COA Form, each as updated from time to time. |
| Contract | the contract between Charitable Giving and the Employer for the provision of a COA in accordance with these Conditions. |
| Corporate Options Account (COA) | the account set up by Charitable Giving using the details provided in the COA Form on behalf of the Employer, in which funds will be credited and shall be held until the Employer instructs Charitable Giving to distribute the monies to a charity/charities as specified by the Employer. |
| Corporate Options Account (COA) Form | the application form completed by the Employer which sets out details as agreed by the parties including, but not limited to, all Employer details, the Approved Contacts, the Charges, and the Start Date. |
| Deposit | any payment into the COA. |
| Disbursement | any payment out from the COA, on the instruction of an Approved Contact. |
| Donors | employees of the Employer who have opted in to make charitable donations. |
| Employer | the company requesting the operation of the COA, as set out in the COA Form. |
| Options Online | the online facility that allows the Employer to manage their account, including but not limited to, viewing their account balance and submitting payment instructions. |





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

the Data Protection Act 1998, the Data Protection Act 2018 (the DPA), the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) (as amended) and General Data Protection Regulation (GDPR) and all applicable laws and regulations relating to the processing of the personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other national data protection authority, and the equivalent of any of the foregoing in any relevant jurisdiction.

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 Contract.

1.2 **Interpretation.**

- 1.2.1 All documents which 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 The Employer shall be deemed to have agreed to and accepted these Conditions by executing the COA Form.
- 2.2 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 THE COA**

- 3.1 Charitable Giving shall:
 - 3.1.1 provide the COA to the Employer from the Start Date and in accordance with the Conditions in all material respects;
 - 3.1.2 hold Deposits paid by the Employer in the COA;
 - 3.1.3 not account to the Employer for any interest accrued on funds held in the COA;





- 3.1.4 report any failure to make a Disbursement to one or more of the Approved Contacts;
 - 3.1.5 have the right to make any changes to the COA which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the COA;
 - 3.1.6 provide Options Online to the Employer (subject to clause 5); and
 - 3.1.7 provide the Employer with such information, documentation and instruction as required so that the Employer can make use of the COA.
- 3.2 If it is not possible to make a Disbursement from the COA to a charity (e.g. the Employer has specified a charity that no longer exists or cannot be verified in accordance with 4.1.2) and the Employer does not identify an alternative charity within 6 months of being asked to do so, Charitable Giving may, at its sole discretion, identify a suitable alternative charity with similar objectives to that originally nominated to be recipient of the Disbursement.
- 3.3 Funds will only be repaid to the Employer where there is a manifest error in the Deposit and such error is reported to Charitable Giving as soon as practicable.
- 3.4 Charitable Giving warrants to the Employer that the COA will be provided using reasonable care and skill.
4. **EMPLOYER'S OBLIGATIONS**
- 4.1 The Employer shall:
- 4.1.1 co-operate with Charitable Giving in all matters relating to the COA;
 - 4.1.2 make remittance by BACS transfer and provide reconciled schedules in CSV or another Excel compatible format where requested to do so;
 - 4.1.3 provide Charitable Giving with such information and materials as Charitable Giving may reasonably require in order to provide the COA, and ensure that such information is complete and accurate in all material respects; and
 - 4.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Employers use of the COA.
- 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 the COA 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. **CHARITY VERIFICATION**

5.1 Unless otherwise agreed (by the Employer indicating in the COA Form) Charitable Giving shall use reasonable attempts to verify the eligibility and all other details of a charity selected by the Employer to receive a Disbursement.

5.2 Where the box is ticked on the COA Form, the Employer is solely responsible for ensuring the veracity of all information pertaining to a Disbursement and Charitable Giving has no responsibility or liability for the veracity of the details provided to them by the Employer and will not check the details provided.

6. **OPTIONS ONLINE**

6.1 Where possible, Options Online should be used by the Employer in the first instance for all account management.

6.2 Charitable Giving:

6.2.1 does not warrant that the Employer's use of Options Online will be uninterrupted or error-free; or that the information obtained by the Employer through Options Online will meet the Employer's requirements; and

6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Employer acknowledges that Options Online may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.3 Options Online is subject to maintenance and as such is not guaranteed to be available 24 hours a day, 7 days a week.

6.4 The Approved Contacts must only log on to Options Online using their credentials. The Approved Contacts must keep their credentials confidential and not allow anyone else to log on to Options Online using their credentials or use anyone else's Options Online credentials.

7. **CHARGES AND PAYMENT**

7.1 The Charges shall be as detailed in the COA Form.

7.2 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 20 Business Days before the proposed date of the increase.





- 7.3 Charitable Giving are not registered for and are exempt from Value Added Tax (VAT).
- 7.4 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).
- 7.5 All Charges that are payable by the Employer will be deducted from the funds held in the COA unless otherwise agreed as indicated on the COA Form.
- 7.6 Where funds in the COA are insufficient to pay the Charges, Charitable Giving may deduct such sums due from future Deposits or issue an invoice for the amount.
- 7.7 Invoices issued by Charitable Giving must be settled in cleared funds to a bank account nominated to the Employer by Charitable Giving. If an invoice remains unpaid for more than 30 days, Charitable Giving may deduct such sums from the COA, where funds become available, to settle the invoice.
- 7.8 Invoices issued by Charitable Giving must be settled in cleared funds within 30 days of the date of the invoice. Interest on any sum due shall be calculated at 4% a year above the Bank of England's base rate (but at 4% a year for any period when that base rate is below 0%) from when the overdue sum became due, until it is paid.

8. **LIMITATION OF LIABILITY**

- 8.1 Nothing in the Contract shall limit or exclude Charitable Giving's liability where such exclusion is not permitted by law.
- 8.2 Subject to clause 8.1, 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.
- 8.3 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.
- 8.4 This clause 8 shall survive termination of the Contract.

9. **TERM & TERMINATION**

- 9.1 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.
- 9.2 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 40 Business Days written notice.
- 9.3 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 10 Business Days after being notified to make such payment.

10. **CONSEQUENCES OF TERMINATION**





On termination of the Contract for any reason:

- 10.1.1 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;
- 10.1.2 clauses which expressly or by implication survive termination shall continue in full force and effect; and
- 10.1.3 unless a Disbursement instruction is received within 3 months of the date of termination, the balance of the COA shall be distributed to a charity previously donated to by the Employer or such charity as Charitable Giving may determine, at its sole discretion.

11. DATA PROTECTION

- 11.1 The Employer acknowledges and agrees that it is a data controller for the purposes of the Privacy and Data Protection Requirements, and the Employer warrants to Charitable Giving that it will process and control (as the case may be) any personal data in compliance with the Privacy and Data Protection Requirements.
- 11.2 Charitable Giving will abide by its Privacy Policy.
- 11.3 Charitable Giving will process the data provided to it by the Employer only in accordance with the Employer's instructions from time to time and shall not process any personal data for any purpose other than those expressly authorised by the Employer.

12. GENERAL

- 12.1 **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.
- 12.2 **Assignment and other dealings.**
 - 12.2.1 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.
 - 12.2.2 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.
- 12.3 **Confidentiality.**
 - 12.3.1 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 12.3.2.
 - 12.3.2 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 Charitable Giving's activities.

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

12.4 **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.

12.5 **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.

12.6 **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:

| 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; <ul style="list-style-type: none"> • 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.

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

12.8 **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.





- 12.9 **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.
- 12.10 **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.
- 12.11 **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.

