



Every Penny Helps Pack

Your guide to setting up an 'Every Penny Helps' scheme



You could make a
world of difference...





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Introduction

About Charitable Giving

Charitable Giving is an HMRC approved and audited Payroll Giving Agency, providing services to the UK and ROI since 1987.

What is the 'Every Penny Helps' scheme?

The 'Every Penny Helps' scheme enables employees to donate the pence on their payslip to charity. Their salary is rounded down to the nearest whole pound and the pence are donated to an Every Penny Helps account managed by the Employer.

Terms used herein are defined within the attached Conditions.

Set Up

To set up the scheme with us you will need to complete and return the Every Penny Helps Form.

Administration Charges

We charge an administration charge of 4% of the total donations received, including any matching. The charge can either be paid by you (the Employer); or deducted from the employees (the Donors) donations.

Matching

Should you wish, you can match your employees' donations. For example, if your employees donate £40 a month collectively, you could match 100% to bring the overall donation to £80 a month. Matching funds are not eligible for Gift Aid enhancement.

Approved Contact

A member of staff who will 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 Every Penny Helps Scheme and will be responsible for providing us with reconciled monthly schedules of Donors. They

should be given a copy of this pack to enable them to process the scheme correctly.

Operation

Here is a simple step-by step guide on how to operate your Every Penny Helps scheme.

1. Sign up employees

First, you'll need employees to participate in your scheme, i.e. Donors.

To sign up, Donors will need to complete an Every Penny Helps: Employee Sign-up Form. If the Donor wishes to enhance their donation with Gift Aid they must complete the Gift Aid declaration at the bottom of the Every Penny Helps Employee Sign-up Form.

2. Deduct the pence

When running payroll, deduct the pence from the net pay of Donors.

3. Sending monies

Send the monies as one lump sum (with applicable matching and admin charges included) to us by BACS or bank transfer, referencing your 4-digit client reference number.

Funds, new employee sign-up forms and a schedule of donors and their respective deductions should be sent to us monthly.

We will then process and deposit donations in to an Every Penny Helps account managed by the employer.

4. Gift Aid

Charitable Giving will reclaim the Gift Aid on eligible donations and credit the proceeds to your account as and when they are received from HMRC.

5. Making disbursements

You can login to your Every Penny Helps account via our online portal, Options Online. Here, you can make disbursements as and when you wish.

Need help?

Call us on **01822 611180**

Or email options@charitablegiving.co.uk

 @CharitableGiving

 /CharitableGivingUK



Every Penny Helps Form

This form must be completed in order to enter into an Every Penny Helps scheme with Charitable Giving. All fields are mandatory.

Employer Details

Name:	<input type="text"/>	Entity Type (e.g. LTD/LLP/PLC):	<input type="text"/>
Registered No:	<input type="text"/>	Registered Country:	<input type="text"/>
Address:	<input type="text"/>		
		Postcode:	<input type="text"/>

Administration Charges

It is agreed that the administration charges for this contract will be 4% of the total amount donated by Donors under the scheme

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

Matching

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

It is agreed that the matching administration charges for this contract will be 4% of the total amount matched.

Approved Contact

Please enter the details of the individual who will be your single point of contact with Charitable Giving, other than your Payroll Administrator

Title:	<input type="text"/>	Forename:	<input type="text"/>	Surname:	<input type="text"/>
Email:	<input type="text"/>			Telephone:	<input type="text"/>

Payroll Administrator

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

Title:	<input type="text"/>	Forename:	<input type="text"/>	Surname:	<input type="text"/>
Email:	<input type="text"/>			Telephone:	<input type="text"/>

Payroll Details

The Employer's payroll details are as follows:

Frequency: Monthly 4-Weekly Weekly No. of employees (incl. Directors) on the payroll:

Every Penny Helps Account

Managers: The managers will be set up online access to manage disbursements from the account.

1. Title:	<input type="text"/>	Forename:	<input type="text"/>	Surname:	<input type="text"/>
Telephone:	<input type="text"/>		Email:	<input type="text"/>	
2. Title:	<input type="text"/>	Forename:	<input type="text"/>	Surname:	<input type="text"/>
Telephone:	<input type="text"/>		Email:	<input type="text"/>	

Default Charity

In the absence of alternative instruction, this is the charity to which donations will be made.

Charity Name: Charity reg. no.:

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:	<input type="text"/>	Print Name:	<input type="text"/>	
Role/Title:	<input type="text"/>		Date:	<input type="text"/>

For office use only:

Signature:	<input type="text"/>	Print Name:	<input type="text"/>
Date:	<input type="text"/>	Start Date:	<input type="text"/>

On completion, please return to:

Charitable Giving, Union Mine Road, Pitts Cleave, Tavistock, Devon, PL19 0NS or email to options@charitablegiving.co.uk





Every Penny Helps: Employee Sign-up Form

Donation Details

- START** Please instruct my Employer to deduct the pence from my net pay. I understand that these deductions will be credited to a designated Every Penny Helps Account, held by Charitable Giving on behalf of my Employer. Every Penny Helps funds accrued in the Every Penny Helps Account will be distributed to charity(ies) by Charitable Giving upon instruction from my Employer.
- STOP** Please instruct my Employer to stop deducting the pence from my net pay.

Employer Details (Mandatory Section)

Company/Employer's Name:

Company/Employer's Address:

Your Details (Mandatory Section)

These details will not be shared with charities. Your information will be handled in accordance with our Privacy Policy which can be found at www.charitablegiving.co.uk/privacy-policy

Title:

First Name:

Surname:

Staff/Payroll no:

Signed:

Date:

If you wish for Charitable Giving to reclaim the Gift Aid on your behalf, please complete the section below.

Gift Aid Declaration (Optional Section)

Boost your donations by 25% with the Gift Aid enhancement.

Gift Aid is reclaimed by Charitable Giving from the tax you pay for the current tax year. Your house name/number and postcode are needed to identify you as a current taxpayer.

Home

Address:

Postcode:

In order to claim Gift Aid on your donation you must tick the box below:

- I want to Gift Aid any donations I make in the future or have made in the past 4 years to Charitable Giving.

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

If you pay Income Tax at the higher or additional rate and want to receive the additional tax relief due to you, you must include all your Gift Aid donations on your Self-Assessment tax return or ask HM Revenue and Customs to adjust your tax code.

Please notify Charitable Giving if you:

- want to cancel this declaration
- change your name or home address
- no longer pay sufficient tax on your income and/or capital gains

Upon completion, please return to your HR or Payroll department.





Conditions

1. INTERPRETATION

1.1 Definitions.

Approved Contact	the individual stipulated in the Every Penny Helps Form or as mutually agreed between the parties from time to time, to be the first point of contact with Charitable Giving.
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 Every Penny Helps Form and as payable by the Employer or Donors for the provision of the Every Penny Helps Scheme.
Charitable Giving	Charitable Giving, an HMRC approved Payroll Giving 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, the Every Penny Helps Form and the Employee Sign-up Form each as updated from time to time.
Contract	the contract between Charitable Giving and the Employer for the provision of an Every Penny Helps Scheme in accordance with these Conditions.
Default Charity	shall have the meaning as set out in the Every Penny Helps Form.
Donors	employees of the Employer who have agreed to make charitable donations from their net pay through the Every Penny Helps Scheme.
Employee Sign-up Form	the Donors instruction to deduct pence from net pay as shown in the Every Penny Helps Pack.
Employer	has the meaning set out in the Every Penny Helps Form.
Employer's Pack	the details, information and requirements of the Every Penny Helps Scheme provided by Charitable Giving to the Employer, which includes the Every Penny Helps Form, the Employee Sign-up Form and these Conditions as updated by Charitable Giving from time to time.
Every Penny Helps Account	the account set up by Charitable Giving on behalf of the Employer using the details provided in the Every Penny Helps Form. The donations (and any Gift Aid claimed) will be credited to the account where they will remain until the funds are distributed to a charity specified by the Employer.
Every Penny Helps Form	the Employer's application to operate an Every Penny Helps Scheme with Charitable Giving, to which these Conditions are attached.





Every Penny Helps Scheme	the operation of a charitable donation scheme where Donors have signed up to donate the pence from their net pay to charity. Further details are set out in the Every Penny Helps Pack.
Gift Aid Declaration	the Donor's declaration of eligibility and instruction to claim Gift Aid as contained within the Employee Sign-up Form.
Payroll Administrator	the third party or individual who administers the Employer's payroll.
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.
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 within the Every Penny Helps 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 The Employer shall be deemed to agree to and have accepted these Conditions by executing the Every Penny Helps 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 EVERY PENNY HELPS SCHEME

- 3.1 Charitable Giving shall:
 - 3.1.1 provide the Every Penny Helps Scheme to the Employer from the Start Date and in accordance with the Conditions in all material respects;





- 3.1.2 hold funds paid over by the Employer in the Every Penny Helps Account to which any accrued interest will remain solely the property of Charitable Giving;
 - 3.1.3 claim Gift Aid on behalf of those Donors whom have completed (and the Employer has returned to Charitable Giving) the Gift Aid Declaration section of the Employee Sign-up Form, and whom Charitable Giving are satisfied are eligible to claim Gift Aid. Charitable Giving will claim Gift Aid on a monthly basis and shall credit all sums received from HMRC in respect of Gift Aid to the Every Penny Helps Account;
 - 3.1.4 have the right to make any changes to the Every Penny Helps 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 Every Penny Helps Scheme, and Charitable Giving shall notify the Employer in any such event;
 - 3.1.5 provide the Employer with such information, documentation and instruction as required so that the Employer and Donors can take part in the Every Penny Helps Scheme; and
 - 3.1.6 distribute funds paid by the Employer into the Every Penny Helps Account to the Default Charity named by the Employer in the Every Penny Helps Form on the anniversary of the Start Date unless otherwise instructed by the Employer.
- 3.2 If it is not possible to make a donation (e.g. the Employer has specified a charity that no longer exists or cannot be identified) Charitable Giving shall contact the Employer to select a suitable alternative. Where the Employer does not identify a suitable alternative, Charitable Giving shall, at its sole discretion, identify a suitable alternative charity with similar objectives to the Default Charity nominated to be recipient of the donation.
- 3.3 Charitable Giving warrants to the Employer that the Every Penny Helps 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 Every Penny Helps Form) are complete and accurate;
 - 4.1.2 co-operate with Charitable Giving in all matters relating to the Every Penny Helps Scheme;
 - 4.1.3 obtain, a completed Employee Sign-up Form from each Employee wishing to participate in the Every Penny Helps Scheme, confirming and authorising the deductions to be made.
 - 4.1.4 ensure, Donors seeking to claim Gift Aid on their donations have completed the Gift Aid Declaration section of the Employee Sign-up Form;
 - 4.1.5 be constituted the representative in the holding of monies withheld from the Donors pursuant to the Every Penny Helps Scheme;
 - 4.1.6 where necessary, provide Charitable Giving with the necessary contact details of the Payroll Administrator (as provided for in the Every Penny Helps Form);





- 4.1.7 pay to Charitable Giving sums withheld from Donors pursuant to the Every Penny Helps Scheme within 14 days of the end of each income tax month;
 - 4.1.8 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, containing separate columns for surname, initials, payroll/staff no and amount;
 - 4.1.9 provide Charitable Giving with such information and materials as Charitable Giving may reasonably require in order to provide the Every Penny Helps Scheme, and ensure that such information is accurate in all material respects;
 - 4.1.10 obtain and maintain all necessary licences, permissions and consents which may be required before the start date, as set out in the Every Penny Helps Form; and
 - 4.1.11 comply with any additional obligations as set out in the Every Penny Helps Pack.
- 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 Every Penny Helps 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 Every Penny Helps Scheme shall be as detailed in the Every Penny Helps Form. The Charges are payable on all sums credited to the Every Penny Helps Account.
 - 5.2 Charitable Giving reserves the right to increase the Charges, provided that such charges will not be increased more than once in any twelve-month period. Charitable Giving will give the Employer written notice of any such increase one month before the proposed date of the increase.
 - 5.3 Charitable Giving is not registered for and is 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 Nothing in the Contract shall limit or exclude Charitable Giving's liability where such exclusion is not permitted by law.
- 6.2 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.
- 6.3 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 Every Penny Helps Scheme.
- 6.4 This clause 6 shall survive termination of the Contract.

7. **TERM & TERMINATION**

- 7.1 The Contract shall last for an initial period of twelve months from the Start Date and shall renew for consecutive twelve month periods on the anniversary of the Start Date.
- 7.2 Without limiting its other rights or remedies, and except during the initial twelve 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 The Employer and Charitable Giving acknowledge and agree that they are each data controllers for the purposes of the Privacy and Data Protection Requirements, and each warrants to the other that they will process, control and obtain any personal data of Donors in compliance with the Privacy and Data Protection Requirements.
- 9.2 Charitable Giving shall abide by its Privacy Policy in the provision of the Every Penny Helps Scheme.





9.3 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.

9.4 For the avoidance of doubt, the Employer shall have no right to access any personal data provided by Donors to Charitable Giving.

10. GENERAL

10.1 **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 the Every Penny Helps Scheme 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:

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, options@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.

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

10.8 **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.

10.9 **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.

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

10.11 **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.

