



Conditions for Payroll Giving (Pre-Tax) and Post Tax funded Individual Options Account

1. **INTERPRETATION**

1.1 **Definitions.**

Charges	4% of any Post Tax Deposit, up to a maximum of £20
Charitable Giving	Charitable Giving, a charity (number 1128013) and company limited by guarantee (number 6754603) whose registered office is at Unit C4, Union Mine Road, Pitts Cleave Industrial Estate, Tavistock, PL19 0NS.
Conditions	these terms and conditions and the DCF, each as updated from time to time.
Contract	the contract between Charitable Giving and the Individual for the provision of an IOA in accordance with these Conditions.
Deposit	any payment into the IOA.
Disbursement	any payment out from the IOA, on the instruction of the Individual.
Donation Choice Form (DCF)	the application form completed by the Individual in respect of Payroll Giving.
IOA Registration Form (IRF)	the online application form completed by the Individual which sets out the details including, but not limited to, all Individual details and details necessary for the provision of Options Online.
Individual	the individual requesting the operation of the IOA, as set out in the DCF or IRF (as applicable).
Individual Options Account (IOA)	the account set up by Charitable Giving using the details provided in the DCF or IRF (as applicable), in which funds will be credited and shall be held until the Individual instructs Charitable Giving to distribute the monies to a charity/charities as specified by the Individual.
Options Online	the online facility which allows the Individual to manage their IOA, including viewing their account balance and submitting payment instructions for Disbursements.
Payroll Giving	The operation of a Payroll Giving scheme for the Individual in accordance with the Income Tax (Earning and Pensions) Act 2003 section 713 and the Charitable Deductions (Approved Schemes) Regulations 1986 including any service set out by Charitable Giving and provided to the Individual via their employer as set out in the Donation Choice Form.
Post Tax	any Deposit made into the IOA which is not made through Payroll Giving.
Privacy Policy	Charitable Giving's privacy policy, as made available on the Website and as updated from time to time.





Privacy and Data Protection Requirements

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 UK General Data Protection Regulation (GDPR) and all applicable laws and regulations relating to the processing of the personal data and privacy.

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, delivery of notice within Options Online but not fax or other online messaging or instant messaging service
- 1.2.6 Terms within these Conditions which apply solely to Payroll Giving are shown in **blue**. Terms within these Conditions which apply solely to Post Tax Donations are shown in **red**. All other terms apply in all circumstances and at all times.

2. BASIS OF CONTRACT

- 2.1 The Individual shall be deemed to have agreed to and accepted these Conditions by executing the DCF or IRF (as applicable).
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Individual seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3 **Where Deposits to the IOA are made through Payroll Giving, the Individual must also agree to the Payroll Giving Terms, which shall supersede these Conditions in the event of any conflict.**

3. PROVISION OF THE IOA

- 3.1 Charitable Giving shall:
 - 3.1.1 provide the IOA to the Individual from the Start Date and in accordance with the Conditions in all material respects;
 - 3.1.2 hold Deposits paid by the Individual in the IOA;
 - 3.1.3 not account to the Individual for any interest accrued on funds held in the IOA;
 - 3.1.4 not make any Disbursement where the IOA has insufficient funds to fulfil the Disbursement;





- 3.1.5 have the right to make any changes to the IOA which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the IOA;
 - 3.1.6 provide access to Options Online to the Individual (subject to Options Online's terms and conditions); and
 - 3.1.7 claim Gift Aid in respect of the Deposit where indicated as applicable by the Individual and apply any amount of Gift Aid claimed to the IOA as a separate Deposit once received from HMRC.
- 3.2 For Payroll Giving Deposits, funds will never be repaid to the Individual. It is the Individual's responsibility to check details of the DCF. Please see the terms and conditions applicable to Payroll Giving for more information.
- 3.3 For Post Tax Deposits, funds will only be repaid to the Individual where the Deposit has not been subject to Gift Aid and there is a manifest error in the Deposit and such error is reported to Charitable Giving as soon as practicable.
- 3.4 If it is not possible to make a Disbursement from the IOA to a charity, Charitable Giving will use reasonable endeavours to contact the Individual to confirm an alternative charity.

4. INDIVIDUAL'S OBLIGATIONS

- 4.1 The Individual shall co-operate with Charitable Giving in all matters relating to the IOA and provide Charitable Giving with such information and materials as Charitable Giving may reasonably require providing the IOA, and ensuring that such information is complete and accurate in all material respects.
- 4.2 The Individual must make Disbursements from the IOA at least once in every consecutive 24 month period. If a Disbursement is not made during this period Charitable Giving will;
- 4.2.1 attempt to contact the Individual to request a Disbursement is made;
 - 4.2.2 where the IOA is empty and no Deposit has been made within a 12 month period, close the IOA;
 - 4.2.3 where the IOA has a balance and no Deposit has been made for a 24 month period, make a Disbursement;
 - (a) to a charity formerly donated to via the IOA or nominated by the Individual;
 - (b) where no charity has been donated to via the IOA, to a charity of Charitable Giving's sole choice and determination.

and close the IOA.

- 4.3 Options Online should be used for all management and administration of their IOA.

5. CHARITY VERIFICATION

- 5.1 The Individual is solely responsible for ensuring the veracity of all information pertaining to a Disbursement. Charitable Giving has no responsibility or liability for the veracity of the details provided to them by the Individual.
- 5.2 If it is not possible to make a Disbursement (e.g. the Individual has specified a charity that no longer exists or cannot be identified, and the Individual does not provide an alternative charity when contacted (or cannot be





contacted)) Charitable Giving shall, at its sole discretion, identify and make a Disbursement to an alternative charity with objectives deemed similar to that originally identified by the Individual.

6. **CHARGES**

- 6.1 Charges are payable in respect of Post Tax Deposits and are as set out in these terms.
- 6.2 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 Individual written notice of any such increase one month before the proposed date of the increase.
- 6.3 Charitable Giving are not registered for, and are exempt from, Value Added Tax (VAT).
- 6.4 All Charges that are payable by the Individual will be deducted from the funds held in the IOA.
- 6.5 Where funds in the IOA are insufficient to pay the Charges, Charitable Giving may deduct such sums due from future Deposits or issue an invoice for the amount.

7. **LIMITATION OF LIABILITY**

- 7.1 Nothing in the Contract shall limit or exclude Charitable Giving's liability where such exclusion is not permitted by law.
- 7.2 Subject to clause 8.1, Charitable Giving shall not be liable to the Individual, 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.
- 7.3 Except as set out in these Conditions, Charitable Giving's total liability to the Individual, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total of any Charges paid.

8. **GENERAL**

- 8.1 **Term & Termination.** This Contract shall commence from Charitable Giving's operation of the IOA and continue unless and until terminated. Either party may terminate the contract by giving notice to the other.
- 8.2 **Data Protection.** Charitable Giving will abide by its Privacy Policy and the Privacy and Data Protection Requirements.
- 8.3 **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.
- 8.4 **Assignment and other dealings.**
 - 8.4.1 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.





8.4.2 The Individual 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 the IOA or any or all of its rights or obligations under the Contract.

8.5 **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
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 Individual has set out in the DCF or IRF (as applicable); 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.

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

8.7 **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.

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

8.9 **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.

