

## PAYROLL GIVING AGREEMENT

"THE CHARITABLE DEDUCTIONS (approved schemes) REGULATIONS 1986" (as amended by SI 2000/759, SI 2000/2083, SI 2014/584)

THIS AGREEMENT is made the ..... (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

.....

Company Number..... 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 the 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 and the employee's choice of charity or charities to which the donation is to be paid, 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 for Payroll Giving, or a minimum to £10 per month for the provision of a My Giving Account, unless all employees are taking a My Giving Account, in which case the minimum is £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 particulars of each participating employee and of their nominated charity or charities within 14 days of the end of the income tax month in which the deductions were made. The Employer will send monthly listings as email attachments via email. Accepted formats are CSV or Excel files.
3. It is agreed that Charities Trust:
  - 3.1 Will pay to the charities specified by the employees the monies paid to it by the Employer before the expiry of the relevant period, which will be either:

35 days beginning on the day when Charities Trust receives all monies from the Employer, provided that Charities Trust is notified (on or before that day) of: the employee from whose salary the money was withheld, and the charity or charities specified by that employee and that the charity has received donations from Charities Trust within the previous 12 months.

Or:

60 days beginning on the day when Charities Trust receives all monies from the Employer where Charities Trust has not been notified of: the employee from whose salary the sum was withheld or the charity or charities specified by that employee or the charity has not received donations from Charities Trust in the past 12 months.

- 3.2 If for any reason it becomes impossible to pay any amount to a charity specified by an employee Charities Trust will make reasonable attempts 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.
  - 3.3 Where no nomination is received from an employee, Charities Trust will make reasonable attempts 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 which is eligible to receive donations under the Regulations.
  - 3.4 Will in no circumstances appropriate donations to its own funds.
  - 3.5 Provide to HMRC such returns and reports as are required by the Regulations.
  - 3.6 Retain all records and documents as required by the Regulations.
4. 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.
5. Fees
    - 5.1 The charges of Charities Trust in relation to the operation of the scheme shall be as detailed on the Fee Schedule. Charities Trust may vary fees from time to time subject to prior notice in writing to the Employer to this effect.
6. Data Protection
    - 6.1 The Employer and Charities Trust agree to comply with the requirements of the Data Protection Act 1998.
    - 6.2 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.
7. Term and Termination
    - 7.1 The initial term for This Agreement is 12 months after which it may be terminated by either party giving to the other 13 weeks previous notice in writing to that effect expiring at any time;
    - 7.2 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, either party can give immediate notice of termination of this Agreement.
8. Charities Trust reserves the right to amend these Terms and Conditions by providing one month's written notice to the Employer at the address held on file 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.

**Duly authorised on behalf of Charities Trust**

**Signed:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Duly authorised on behalf of The Employer**

**Signed:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_  
**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## EMPLOYER REGISTRATION FORM

**This information is required to register your company for Payroll Giving purposes with HMRC.**

### Employer Details

Employer Name:

Employer Address:

Telephone:

Email:

Industry:

CEO/MD

HR Director:

Holding Company\*:

\*If your company is part of a larger organisation please give details.

### Payroll Contact and Scheme Coordinator details

The Employer's payroll is processed by:

The Employer

Another organisation (e.g. Payroll Bureau) - Please specify below:

Organisation Name:

Organisation Address:

Please fill out your Payroll Contact details – this person will be responsible for sending over your monthly deductions.

Payroll Contact Name:

Position:

Telephone:

Email:

Please fill out your Scheme Coordinator details – this is the person who will act as the point of contact with Charities Trust for all aspects of your scheme including promotion.

Name:

Telephone:

Email:

### Payroll Details

The Employers payroll details are as follows:

Frequency:

Monthly

Weekly

Tax district:

Tax reference number:

Number of employees:

This refers to the total number of staff paid via each payroll (not the number of donors giving).

### Administration charges

#### Administration Charges will be paid for by:

The Employer:

The Employee:

Another organisation/ corporate foundation:

The Employer will pay the donations to Charities Trust via BACS automated payment service.

**The Employer will send monthly listings as an email attachment via email. Accepted formats are CSV or Excel files.**

### Match requirements

Match requirements – please tick and fill in as appropriate:

The Employer will:

A) **Not match** employee's deductions

B) Pound for pound match

C) Pound for pound match with a cap of £  per employee

D) Match first donation at  %

E) Match limited to  number of donations

F) Match donations on an informal basis with the information provided on a spreadsheet

G) Charity partner match – match donations for up to two charities following either B,C,D or E

## **FEE SCHEDULE 2016**

### **Payroll Giving fees**

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.

### **Prepayment fees for Payroll Giving**

If the employer is paying the administration fee on behalf of employees, upon request we can hold and manage a prepayment fund covering 12 months anticipated administration fees which is topped up annually.

The standard charge for the prepayment fund is £150+VAT per annum.

### **My Giving Account fees**

There are no registration fees for My Giving Account.

For funds added via Payroll Giving, there are no additional charges.

### **Matched funding fees**

There are no set up charges for the standard match options offered within the payroll giving agreement.

For non-standard matches or matches that meet certain criteria, additional charges will apply. Please contact [info@charitiestrust.org](mailto:info@charitiestrust.org) for more information.

### **Prepayment fees for matched funding**

If there is a requirement for Charities Trust to hold and manage funds relating to matched funding, additional charges will apply to manage this. Please contact [info@charitiestrust.org](mailto:info@charitiestrust.org) for more information.