



Payroll Giving Contract

This contract is between Charitable Giving (the "Approved Agency") and

Employer's Name: (the "Agent")

Employer's Address: Post Code:

Telephone: Email:

1) From / / , the **Agent** will operate the Payroll Giving Scheme under the Taxes Act 1988 Section 202 and the Charitable Deductions (Approved Schemes) Regulations 1986 as an **Agent** to the **Approved Agency** according to the following general Terms & Conditions.

- 2) It is agreed that the **Agent**:
- a) Will obtain from each employee participating in the scheme authority and instructions in the form agreed by the **Approved Agency**.
 - b) Is constituted the representative of the **Approved Agency** in holding monies withheld from the employees pursuant to the scheme.
 - c) Will pay to the **Approved Agency** sums withheld from employees pursuant to the scheme within 14 days of the end of the Income Tax month.

3) It is agreed that the administration charge will be paid by (please tick **one** of the following options):

The **Agent** The employees Another organisation (please specify):

4) After discussion, it is agreed that the administration charge will be (please complete **one** of the following options):

% of payroll deductions capped at £ per Payroll Giving deduction

£ per Payroll Giving deduction A fixed charge of £ per month

5) The **Agent** will:

Not 'match' employees' deductions

'Match' employees' deductions on the following basis, e.g. 100% or 50% of each donation up to a maximum of £10

6) After discussion, it is agreed that the administration charge for processing 'matched' contributions will be (please complete **one** of the following options):

% of payroll deductions capped at £ per Payroll Giving deduction

£ per Payroll Giving deduction A fixed charge of £ per month

7) It is agreed that administration charges as per clauses 4 and 6 will apply for the 12-month period from the scheme commencement date (as per clause 1 above) after which and on each anniversary thereafter the **Approved Agency** reserves the right to determine the administration charges for the ensuing 12 months based upon any change over the period in the RPI and to provide 30-day's notice to the **Agent** accordingly of any changes thereto.

8) The **Agent's** payroll details are as follows:

Frequency: Quarterly Monthly 4-Weekly Weekly

Tax District: Tax Reference No:

Number of employees (including Directors) on the payroll:





9) The **Agent's** payroll is processed by (please tick **one** of the following options):

- The **Agent**
- Another organisation, e.g. payroll bureau (please specify below):

Company/Bureau Name:			
Company/Bureau Address:			
	Post Code:		
Contact Name (Payroll Queries):		Position:	
Telephone:		Email Address:	

10) The **Agent** will make remittances by BACS and provide electronically periodic listings of employees' Payroll Giving deductions in either a Microsoft Excel (*.xls) or comma-separated variable (*.csv) format. *** If you are unable to make remittances by BACS, please contact us to arrange another payment method. ***

11) It is agreed that the **Agent** will appoint a Scheme Administrator to liaise with the **Approved Agency**:

Name:		Telephone:		Email:	
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12) It is agreed that the **Approved Agency** will:

- a) Hold funds paid over by the **Agent** separately in a Client Funds Account to which any accrued interest will remain solely the property of the **Approved Agency**.
- b) Provide the **Agent** such information, documentation and instruction in order that the **Agent** may comply with the scheme's regulations.
- c) Provide to each employee upon request and at the end of the tax year a certificate of the amounts which the **Approved Agency** has paid to the charities specified.
- d) Provide a web-based portal facility to enable employees to sign up and manage their Payroll Giving.
- e) In no circumstances, return sums duly withheld and paid over to them to the **Agent** or the employee.
- f) Where for any reason it becomes impossible to pay any amount to a charity specified by an employee, pay the amount to such alternative charity the employee suggests after consultation or failing which is considered to have similar objects to those of the charity originally specified by the employee and will not in any circumstances appropriate that amount to its own funds.

13) The **Approved Agency** shall ensure that unless otherwise agreed all information of the **Agent** (including, without limitation, oral or written material, software and also personal information as defined in the Data Protection Act 1998) shall be held in strict confidence and shall be disclosed only to those employees who need to know (and then subject to a confidentiality undertaking in substantially similar terms to this Clause).

14) The provision of clause 13 shall not apply to such information if it is in the public domain otherwise than by failure of the **Agent** to comply with clause 13, obtained from a third party who is free to disclose the same, or information which must be disclosed by statute, including under the Freedom of Information Act 2000 or by order of a court of competent jurisdiction.

15) The obligations per clauses 13 and 14 shall survive expiry or termination of the contract for 5 years.

16) All negotiations exercised in the completion of this contract have been conducted in compliance with the Bribery Act 2010.

17) The **Approved Agency** reserves the right to change these general Terms and Conditions, any variation to which will be agreed by both parties in writing.

18) This Contract may be terminated by either party by giving three months' notice delivered to the registered office of the company or last recorded address of the **Agent**.

Signed on behalf of Charitable Giving:

Signed:	
Date:	

Signed by, or on behalf of, the Agent:

Signed:	
Date:	

