

Payroll Giving Agreement

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

**Agreement
between
Charities Trust
and**

.....

Dated 201

THIS AGREEMENT is made the day of 201

BETWEEN:

(1) Charities Trust a charity and company limited by guarantee registered under the laws of England and Wales (Registered Charity No. 327489, Registered Company No. 2142757), whose registered office is at Suite 22, Century Building, Tower Street, Liverpool L3 4BJ (the "Approved Agency"); and

(2) (Company name), company number whose registered office is at

.....

.....

.....

..... (the "Employer")

IN THIS AGREEMENT UNLESS THE CONTEXT OTHERWISE REQUIRES:

"the Regulations" means the Charitable Deductions (Approved Schemes) Regulations 1986 which came into operation on 8th January 1987 and any modification thereof from time to time in force and reference to a Regulation by its number means a reference to the Regulation so specified;

"HMRC" means Her Majesty's Revenue and Customs

"employee" means any person entitled to receive payments of emoluments from the Employer;

"Employer" means an organisation where some or all of the employees are paid via PAYE.

"emoluments" means income to be taken into account in assessing liability to income tax

"income tax month" means the period beginning on the 6th day of any calendar month and ending on the 5th day of the following calendar month;

"the Scheme" means the Payroll Deduction Scheme;

"the Taxes Act" means the Income and Corporation Taxes Act 1988 and any statutory modification or re-enactment thereof from time to time in force;

"year" means the period beginning on any 6th day of April and ending on the following 5th day of April.

WHEREAS

(1) Approved Agency:-

(a) Is a charity eligible for relief under section 505 and section 506 of the Taxes Act, and

(b) Is approved as an agent in accordance with Regulation 5; (2) the Employer is an Employer who pays emoluments;

(3) The Scheme is a scheme approved in accordance with Regulation 3.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. OBLIGATIONS OF THE EMPLOYER

- 1.1 The Employer acknowledges the right of all employees to participate in the Scheme and will obtain from each employee who wishes to participate a request specifying the sum to be withheld from emoluments and the charity or charities which are to be paid by way of gift.
- 1.2 The Employer may stipulate a minimum employee donation provided that this is not less than the minimum required by the Approved Agency which is £1 per week or £5 per month for standard Payroll Giving. Where the nominated charity is a My Giving Account, the minimum is £10 per month. Donations may be split between charities provided that no charity nomination is less than £1.
- 1.3 The Approved Agency hereby constitutes the Employer the agent of the Approved Agency in holding monies withheld from employees pursuant to the Scheme.
- 1.4 The Employer shall send to the Approved Agency particulars of each participating employee and of the nominated charity or charities nominated within 14 days of the end of the income tax month in which the deductions were made.
- 1.5 The Employer will pay over to the Approved Agency, all sums withheld from employees pursuant to the Scheme in any income tax month to arrive with the Approved Agency within 14 days of the end of that income tax month, by BACS transfer quoting the appropriate reference number supplied by the Approved Agency (the CT contract number).
- 1.6 The Employer warrants and undertakes to the Approved Agency that it has completed satisfactory checks on all participating employees to the standard necessary for the purposes of UK law and regulation including, without limitation, the prevention of money laundering and terrorist activity, identity verification and right to work in the UK.
- 1.7 The Employer shall retain:-
 - 1.7.1 A copy of this Agreement until 3 years from the termination thereof,
 - 1.7.2 All forms of request to deduct given by employees pursuant to the Scheme until 3 years from the revocation or lapse of such request, and
 - 1.7.3 For not less than 3 years, records of all sums withheld from such employees pursuant to the Scheme and evidence of all payments made to the Approved Agency pursuant to the Scheme.
 - 1.7.4 The Employer when reasonably required by notice served on it by HMRC, shall within 30 days of such service produce for inspection by an officer of HMRC all documents and records required to be retained by the Employer.
- 1.8 Where an employee who has requested the Employer to withhold any sum pursuant to the Scheme leaves his employment, the Employer shall provide the employee with a statement, in such form as HMRC may reasonably approve or prescribe, of the total amount so withheld from the employee's emoluments from that employment in the year in which the employee so leaves his employment.

2. OBLIGATIONS OF THE APPROVED AGENCY

2.1 The Approved Agency shall, within 30 days of entering into a contract with the Employer inform HMRC of the date of the contract and the name and address of the Employer.

2.2 The Approved Agency will pay to the charities specified by the employees the sums paid to it by the Employer pursuant to the Scheme before the expiry of the relevant period in relation to such sums.

2.2.1 Relevant period in relation to a sum referred to in clause 2.2 is:

(a) The period of 35 days beginning on the day when the Approved Agency receives the sum described in paragraph 1.5 provided the Approved Agency is notified (on or before that day) of:

- (i) The employee from whose emoluments the sum was withheld and
- (ii) The charity or charities specified by that employee and
- (iii) The charity has received donations from the Approved Agency within the previous 12 months

Or

(b) The period of 60 days beginning on the day when the Approved Agency receives the sum described in paragraph 1.5 where the Approved Agency has not been notified of:

- (i) The employee from whose emoluments the sum was withheld or
- (ii) The charity or charities specified by that employee or
- (iii) The charity has not received donations from the Approved Agency in the past 12 months

2.3. In no circumstances will sums duly withheld and paid over according to the terms and conditions of and for the purposes of this Agreement to the Approved Agency be returnable to the Employer or to any employee.

2.4 The Approved Agency will provide receipts to the Employer in respect of sums paid over to it within a reasonable period following a request for a receipt.

2.5. The Approved Agency will if so requested by an employee at the end of the year, promptly provide a statement of the amounts which the Approved Agency has paid to the nominated charities in respect of sums withheld from emoluments in that year and of the maximum time elapsing between the receipt of such sums from the Employer and the payment to the charities of amounts in respect of such sum.

2.6. If for any reason it becomes impossible for the Approved Agency to pay any amount to a charity specified by an employee the Approved Agency shall:

2.6.1 Make reasonable attempts to contact the employee to request an alternative nomination

2.6.2 Where no alternative nomination is received pay that amount to such other charity as it may consider has objects similar to those of the charity specified by the employee, but so that it shall not in any circumstances appropriate that amount to its own funds;

2.7 Where no nomination is received from an employee, the Approved Agency shall:

2.7.1. Make reasonable attempts to contact the employee via the Employer

2.7.2. Pay that amount to a charity of the Approved Agent's choice which is eligible to receive donations under the scheme.

2.8 The Approved Agency will provide to HMRC such returns and reports as are required by the Regulations.

2.9 The Approved Agency will retain all records and documents as required by the Regulations.

3. FEES

3.1 The charges of the Approved Agency in relation to the operation of the scheme shall be 25p per donor per monthly donation. The Approved Agency may vary this monthly fee from time to time subject to prior notice in writing to the Employer to this effect. Charges paid on behalf of the employees by an Employer shall be calculated at the same rate.

3.2. Charges to Employers for matching donations and administering corporate accounts will be calculated on an individual basis, subject to prior written agreement between the two parties.

4. DATA PROTECTION

4.1 The Employer and the Approved Agency agree to comply with the requirements of the Data Protection Act 1998.

4.2 The Employer acknowledges that the Approved Agency 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.

5. TERM AND TERMINATION

5.1 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;

5.2 If at any time the Employer or Approved Agency has without reasonable excuse failed in a significant respect to give effect to the Scheme in accordance with this Agreement, the Approved Agency or Employer shall forthwith give notice to the Employer or Approved Agency of termination of this Agreement.

5.3 Where the Agreement is terminated the Approved Agency shall, within 30 days, inform HMRC of such termination.

AS WITNESS the Hands of the parties hereto the day and year first before written

a. Duly authorised on behalf of the Approved Agency

- i. Signed:
- ii. Name:
- iii. Job Title:
- iv. Date:

b. Duly authorised on behalf of The Employer

- i. Signed:
- ii. Name:
- iii. Job Title:
- iv. Date:

EMPLOYER REGISTRATION FORM

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

Employer Details

Employer Name:	<input type="text"/>
Employer Address:	<input type="text"/>
Telephone:	<input type="text"/>
Email:	<input type="text"/>
Industry:	<input type="text"/>
CEO/MD:	<input type="text"/>
HR Director:	<input type="text"/>
Holding Company*:	<input type="text"/>

*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:	<input type="text"/>
Organisation Address:	<input type="text"/>

Payroll Contact Name:	<input type="text"/>
Position:	<input type="text"/>
Telephone:	<input type="text"/>
Email:	<input type="text"/>

The Employer is to appoint a Scheme Coordinator who will act as the point of contact with Charities Trust:

Name:	<input type="text"/>
Telephone:	<input type="text"/>
Email:	<input type="text"/>

Payroll Details

The Employer's payroll details are as follows:

Frequency:

I. Monthly

II. 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 the Charities Trust via BACS automated payment service.

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

Match requirements

Match requirements (please tick 'yes' and fill in as appropriate)

Pound for pound match at %

Yes

Pound for pound match with a cap of £ per employee

Match capped by number of donations

Match first donation at %

The Employer will not match donations

The Xtra Factor

Xtra Factor is an option whereby The Employer will raise the value of Payroll Giving donations each year in line with the rate of inflation.

The Employer will not be taking up Xtra Factor

The Employer will be taking up Xtra Factor

i. Xtra Factor rate of increase (%)

ii. Month for upgrade

Signed:

Name:

Title:

Date: