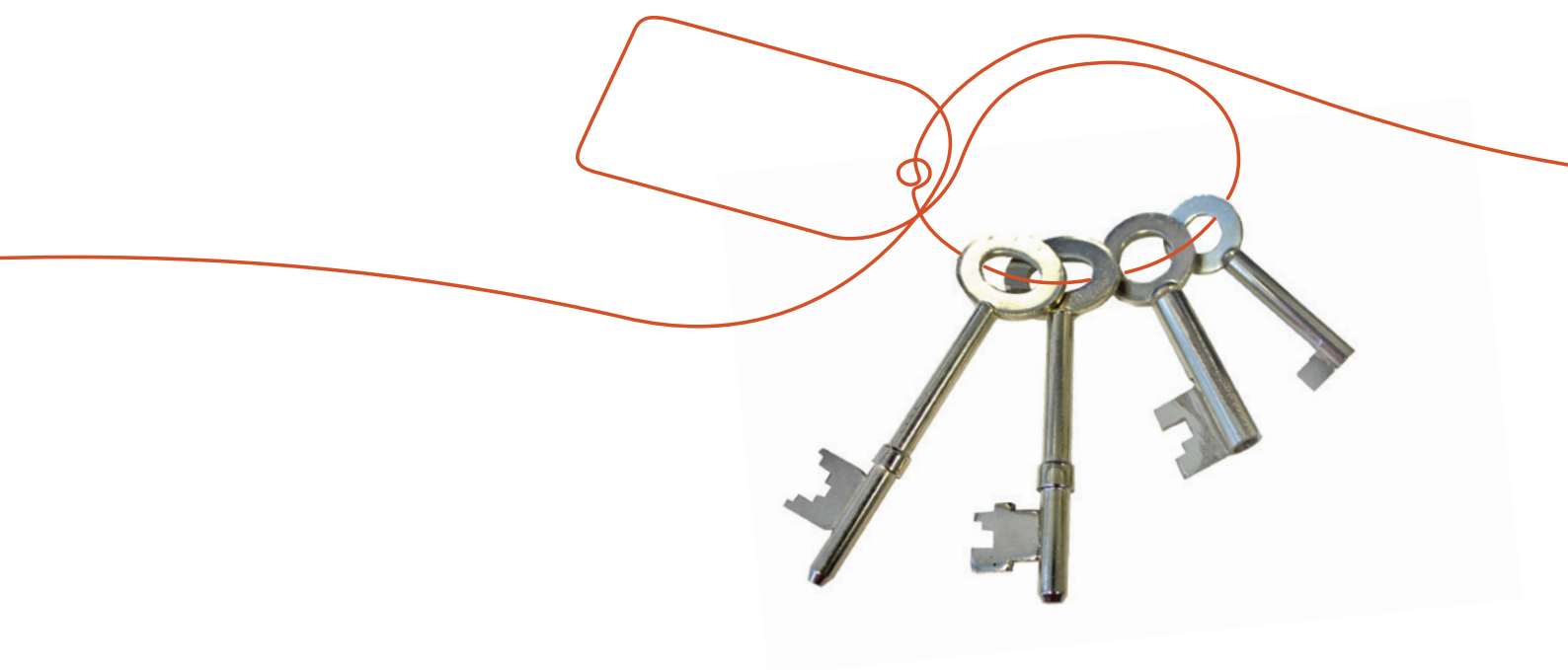


CAF CHARITY ACCOUNT

All your giving in one place



We are Charities Aid Foundation

As a charity ourselves, we are dedicated to getting the best for our donors and the charities they support.

For over 90 years, we have found the most effective and efficient ways to connect our donors to the causes that matter to them and for money to get where it's needed.

Making an impact in the charitable sector is what drives us. That's why we have spearheaded many of the changes that make the UK one of the best giving environments in the world. In 2016/17, we helped our donors give over £500m to charities, helping transform lives all over the world.

Join us and be a part of something big

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CAF Charity Account helps make your giving easy, flexible and more effective

With a CAF Charity Account, you can set aside a little when you have it so you can make a difference when you want to. Either make one-off donations to major emergency appeals or regularly support the causes that are close to your heart.

However you wish to give, we validate all organisations before we process a donation out of a CAF Charity Account to ensure that they have been established for charitable purposes. You can rest assured that your money will be used to make a difference.

You can even sponsor a friend or loved one from the Charity Account by donating direct to their chosen charity via our website. They'll be notified by email about your donation to their fundraising so they can update their offline total.

All you have to do is have available funds ready to be donated to the causes of your choice. Make deposits into your CAF Charity Account as often as you like and top-up with small regular contributions or large infrequent payments.

We are committed to helping you support the causes you care about.

Why should I get a CAF Charity Account?

- Put money aside to donate to the charitable causes you care about.
- Set aside a little when you can and choose to make one-off donations or regularly support your favourite causes.
- Respond quickly to sponsorship requests, TV campaigns or emergency appeals – the funds are already there in your CAF Charity Account waiting to be donated.
- Make your donations **tax-effective** and give even **more** to the causes that matter to you.
- The ability to give without the fuss of further communications from the charitable organisations you give to when you **donate anonymously**.
- We take data protection and privacy very seriously. Our privacy notice at www.cafonline.org/privacy governs the way in which we collect, retain and use personal data. We shall ensure that we only hold personal data for as long as it is needed, and that it is **held securely**.
- Register online to view, download and print statements whenever you wish and have the flexibility to **change your arrangements at any time**.
- **Donate funds at the push of a button 24/7.** Support your favourite causes with access to your CAF Charity Account online.

Our flexible CAF Charity Account takes the hassle out of your giving – apply for your CAF Charity Account today

How to top-up your CAF Charity Account

The CAF Charity Account makes giving easy, leaving you to focus on which charitable organisations you would like to give to and how much to give. Just ensure your balance is topped up using any of the methods below.

- You have the option to make one-off top-ups over the phone or online by card and even through the post with a cheque. You choose which is most convenient for you. Ideal for spontaneous acts of giving or responding to emergency appeals and donating to specific charities without committing to a regular donation.
- Fund your CAF Charity Account with regular Direct Debit or standing order payments from your bank account. This is great if you want an organised way to plan your giving.

Once you have donated money into your CAF Charity Account, it is ready to be gifted to any charitable organisation at any time.

All funds donated by you to your CAF Charity Account is an irrevocable and outright gift by you to CAF (which is a charity itself) and therefore your CAF Charity Account can benefit from the government Gift Aid Scheme and receive an additional 25% each time you pay into your CAF Charity Account.

More about Gift Aid and tax-efficient giving

Any money you pay into your CAF Charity Account is a donation to a registered charity, ie CAF. While this means that we aren't able to refund the money once it has been paid in, the money is held in your account until we receive your donation request detailing which charities you would like to support. Additionally, we can claim Gift Aid on all eligible donations into your account, which means you have more to give at absolutely no extra cost to you.

As a UK taxpayer, your CAF Charity Account can benefit from the government Gift Aid Scheme and you'll receive an additional 25% each time you pay money into the account. We will claim the basic rate of tax you have already paid on any donation you make – so you can gain an additional 25p for every £1 you give. Just complete the Gift Aid Declaration in your Application form.

Even better, if you pay tax above the basic rate, you can claim the difference between the rate you pay and basic rate on your donation. The same applies if you live in Scotland. Simply indicate how much you have paid into your CAF Charity Account when completing your self-assessment form.

In 2016/17, we claimed an extra £14.0m in Gift Aid on behalf of CAF Charity Account customers. The huge increase makes a world of difference for charities that rely on donations to continue the amazing work they do.

Open your account today

Simply complete an Application Form or sign-up online.

If you require further information about the CAF Charity Account please call

03000 123 000

Telephone calls may be monitored/recorded for training/security purposes.

Giving to the causes you care about

Who can I give to?

You will be able to make donation requests to benefit any charitable organisation worldwide. We check all of the charities that we pass donations on to, both in the UK and overseas. CAF has final discretion as to whether to distribute all or part of your CAF Charity Account, providing you with reassurance that your money is going to a genuine cause. With CAF, you can be assured that gifts are made safely and securely.

You can find any charitable organisation – large or small, local or international – that matches the causes that matter to you using our simple online charity search at www.cafonline.org/charitysearch. Search keywords, location or charity number and select the charity you wish to give to. If you already know the organisation you want to support, simply search for it by name.

How do I make donations?

With the CAF Charity Account you can opt to receive a CAF Charity Voucher Book which can be used to make donations. Also, you have the choice to request that your gifts be made anonymously if you prefer not to be contacted by the charitable organisations directly.

Online

Make one-click donations, check your statements and balance, top-up your CAF Charity Account, view potential charities, store your favourite causes and update your contact details. Simply register at www.cafonline.org/register and access your CAF Charity Account at anytime.

Telephone

You can make donations through CAF by calling 03000 123 000.

Post

Use your CAF Charity Voucher Book to make donations by post. Just write the amount you want to give on the CAF Charity Voucher, the name of the organisation you wish to give to and then sign it. You can send or give the completed CAF Charity Voucher to any registered charity.

In person

Use your CAF Charity Voucher Book to make donations to collection boxes, door-to-door appeals and sponsored events.

By standing order

Support your favourite causes with regular gifts by setting up standing orders from the CAF Charity Account. Regular support via this method enables charitable organisations to plan for the long term, allowing them to have a greater impact.

Your CAF Charity Account can never be overdrawn

If you make a donation and there are insufficient funds in your CAF Charity Account, we will continue to try and make donations from the CAF Charity Account for up to 60 days.

*Each year, CAF Charity Account holders give over
£100 million to various charitable organisations*

What other services do we provide?

CAF Legacy Service – what will your legacy look like?
Leaving a gift to charity in your will keeps your money working toward the causes that are important to you, as well as making the burden of inheritance tax lighter. With our help, arranging your charitable legacy is a flexible and painless process.

Additional Signatory - sharing the gift of giving

CAF do not offer joint CAF Charity Accounts. Whilst only you, the Donor, can fund a CAF Charity Account, you can add an Additional Signatory who will also be able to make requests for charitable donations from your CAF Charity Account to charitable causes by completing a Giving Request.

For more information please visit our website at
www.cafonline.org
or call us on
03000 123 000

Important information about CAF Charity Account

- **Can I donate overseas?** Yes, you will need to complete an overseas donation request for your chosen charitable organisation. Once we have validated the organisation we can then arrange for your donation to be paid. Please refer to the Fee Schedule for details of fees.
- **Can CAF refund the money to me once I have paid it into my CAF Charity Account?** Once a payment is paid into your CAF Charity Account, it has crossed the charitable threshold and is an irrevocable and outright gift by you to CAF (which is a charity itself). We are unable to make any refunds on remaining balances, however, you can still request which charities the money goes to.
- **Who keeps the interest made in the CAF Charity Account?** CAF Charity Account is not designed for long term investment. We ensure that your funds are available for you to use immediately, any interest that is accrued will be kept to a minimum and CAF will keep this to maintain low fees.
- **What am I charged for a CAF Charity Account?** Please refer to the Fee Schedule which can be found online at www.cafonline.org/charityaccount
- **Where can I find out more?**
www.cafonline.org/charityaccount/faqs

T: 03000 123 000
F: 03000 123 160
W: www.cafonline.org/charityaccount
E: charityaccounts@cafonline.org

Registered charity number 268369

CAF CHARITY ACCOUNT

Fee Schedule

CAF will make deductions from your Charity Account for the cost of administering your Charity Account and as a contribution to CAF and our founder, the National Council for Voluntary Organisations (NCVO).

The contribution bands below are indexed annually on 1 May according to the change in the Retail Price Index the previous December and rounded to the nearest £500. The new fee bands will come into effect on 1 May 2019.

The deductions are based on the value of the payments you make into your CAF Charity Account plus the Gift Aid payments between 1 May 2019 and 30 April 2020.

Your cash contributions plus Gift Aid payments for	CAF Fee (VAT inclusive)	CAF Contribution	Contribution to NCVO	Total fees and contributions
The first £22,000	0.75%	2.25%	1%	4%
The next £22,000.01 – £121,000	–	–	1%	1%
Amounts above £121,000	–	–	–	–

Example fees based on £100 top up.

Top up	CAF Fee (VAT inclusive)	CAF Contribution	Contribution to NCVO	Total fee
£100	0.75p	£2.25	£1	£4

What do we do with the fees?

Your contribution allows us to continue the work we do and supports the National Council for Voluntary Organisations and the other National Councils around the UK. This allows them to provide essential support to charities and run initiatives, ranging from training for trustees to the National Volunteers' Week campaign.

What fees are there for share gifting?

If you'd like to gift shares, we can place the proceeds into your CAF Charity Account, please refer to the share gifting fees document. Share gifting is charged separately in addition to your cash contribution.

What fees are there on an overseas donation?

If you wish to make a donation overseas, our network of international offices makes it easy to donate to charitable organisations around the world.

Complete an Overseas Donation Request for the charity you want to donate to. We'll validate the charity for you, to make sure your donation is going to a legitimate project, and arrange for your donation to be paid to them.

Donation	Overseas transaction fee*	Validation fee**
Minimum donation of £250	£20	£35

Please note:

* The overseas transaction fee is applicable for every overseas donation that is made, with the exception of donations being made to the Channel Islands and Isle of Man.

** A validation fee will only be applied when a charity is being validated for the first time. CAF has to satisfy its own legal and regulatory requirements and this requires us to validate the charities you wish to support.

T: 03000 123 000

W: www.cafonline.org/charityaccount

E: charityaccounts@cafonline.org

Registered charity number 268369

CAF CHARITY ACCOUNT

Share Gifting

If you'd like to gift your shares to CAF, we can place the proceeds into your CAF Charity Account.

Share gifting does not attract Gift Aid and the contribution bands below are indexed annually on 1 May according to the change in the Retail Price Index the previous December and rounded to the nearest £500. The new fee bands will come into effect on 1 May 2019.

The deductions are based on the value of the share gift proceeds placed into your CAF Charity Account between 1 May 2019 and 30 April 2020. These fees apply independently from the cash contributions you make into your account.

The minimum fee for share gifting is £40 and the maximum fee is £1,870. This is based on the value of any gifted shares once sold.

Your contributions for	CAF Fee (VAT inclusive)	CAF Contribution	Contribution to NCVO	Total fees and contributions
The first £22,000	0.75%	2.25%	1%	4%
The next £22,000.01 – £121,000	–	–	1%	1%
Amounts above £121,000	–	–	–	–

Example fees based on £1,000 share gift.

Shares	CAF Fee (VAT inclusive)	CAF Contribution	Contribution to NCVO	Total fee
£1,000	£7.50	£22.50	£10.00	£40.00

T: 03000 123 000
W: www.cafonline.org/charityaccount
E: charityaccounts@cafonline.org

Registered charity number 268369

CAF CHARITY ACCOUNT

Application Form

Guidance notes

If you have any questions when completing this Form, contact a member of our Customer Service team on **03000 123 000** or email charityaccounts@cafonline.org

Telephone calls may be monitored/recorded for training/security purposes.

Please complete this form in BLOCK CAPITALS.

How we handle your data

We are required to complete identity checks on individuals using and/or operating a CAF Charity Account so that we can meet our requirements to know our customer and those using the product under anti-money laundering regulations. These checks are performed electronically, however it may be necessary to request additional documents.

CAF do not offer joint CAF Charity Accounts. Whilst only you, the Donor, can fund a CAF Charity Account, you can add an Additional Signatory who will also be able to make requests for charitable donations from your CAF Charity Account to charitable causes by completing a Giving Request.

If you have lived at your home address for less than three years please supply your previous addresses for the last three years where prompted.

Please use a separate sheet for previous addresses and attach to your Application Form.

Online security word

This information is confidential.

Registered charity number 268369

Before you start

By completing this Form you are giving CAF permission to contact you about this product.

Data Protection and Privacy

We take data protection and privacy very seriously. Our Privacy Notice at www.cafonline.org/privacy governs the way in which we collect, retain and use personal data. We shall ensure that we only hold personal data for as long as it is needed and that it is held securely.

Section 1

Your details, the Donor

<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="checkbox"/> Other	
Full forename(s)					
Surname					
Date of birth					
Home address					
Postcode					
Nationality					
Home telephone number					
Mobile number					
Email address					
Online security word					
Online security prompt					
How did you hear about us?					
<input type="checkbox"/> publication					
<input type="checkbox"/> event					
<input type="checkbox"/> website	www.				
<input type="checkbox"/> recommendation by					
<input type="checkbox"/> other					

Section 2

Additional Signatory

Additional Signatory

If you wish to add an Additional Signatory who is authorised to make donations from the Charity Account, please complete the required information, otherwise please leave blank and continue at section 3.

Please refer to the information titled 'How we handle your data' on page 1 of this Form.

If the Additional Signatory has moved within the last three years, please use a separate sheet for previous addresses and attach to your Application Form.

This Form will not be processed if you do not tick the boxes to the right.

CAF Charity Account Terms and Conditions can be found at www.cafonline.org/terms

Keeping you informed

If you have any questions about how your data is handled please write to:
The Data Protection Officer
Charities Aid Foundation,
25 Kings Hill Avenue,
Kings Hill, West Malling
Kent ME19 4TA, giving your details and instructions.

Additional Signatory

I wish the person below to be added as an Additional Signatory on my CAF Charity Account:

☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other

Full forename(s)

Surname

Date of birth d d m m y y y y

Home address

Postcode

Nationality

Home telephone number

Mobile number

Email address

Additional Signatory declaration

I hereby confirm:

- ☐ my willingness to undertake the role of Additional Signatory to this CAF Charity Account
- ☐ I have read the CAF Charity Account Terms and Conditions and agree to the terms set out therein

Additional Signatory's Signature

Date d d / m m / y y y y

Keeping you informed

As well as contacting you about this product or service, we would like to send you information about other related products and services from the CAF Group that we believe will be of interest to you.

I DO NOT want to receive this information by [tick all that apply]:

Email ☐ Phone ☐ Post ☐

Please note: if you tick a box, we will not be able to tell you about these products and services in this way.

For information about how CAF handles your information see our [Privacy Notice \[www.cafonline.org/privacy\]](http://www.cafonline.org/privacy).

CAF and the companies in which it has a majority stake, or their subsidiaries (defined here as the CAF Group) will not share your information with any outside organisation except as part of providing a product/service or when legally obliged to do so.

Section 3

Opening my CAF Charity Account

Funding my Charity Account

To open a CAF Charity Account, fund your Charity Account with a monthly donation of at least £10 or a one-off payment of £100 and start giving right away.

One-off payments

Cheques to be made payable to CAF and returned with this Application Form.

If credit/debit card is your payment choice, we will contact you by telephone between 9.30am – 5.30pm to make your secure payment.

Please note: Once a payment is paid into your CAF Charity Account, it has crossed the charitable threshold and we are unable to make any refunds of remaining balances. However you still decide which charities the money goes to.

What information would you like to give on your CAF Charity Voucher Book

All information selected to appear on your CAF Charity Vouchers will be seen by the charitable cause you choose to support.

Gift Aid declaration

To reclaim Gift Aid, you, the Donor, must be the account holder for the method of payment used to fund your CAF Charity Account.

Please tick all boxes that apply.

Please notify us if you want to cancel this declaration, change your name or home address or if you no longer pay sufficient tax on your income or capital gains.

Funding my Charity Account

I would like to fund my Charity Account by:

☐ **Direct Debit**

I wish to fund my Charity Account on a regular basis

with £ .

Frequency: ☐ monthly ☐ quarterly ☐ half yearly ☐ annually

Starting from d, d, m, m, y, y, y, y

until ☐ d, d, m, m, y, y, y, y OR ☐ further notice

Please complete the Direct Debit mandate provided.

☐ **One-off payment**

☐ **Cheque payment**

I enclose a cheque for £ .

OR

☐ **Credit/debit card**

I would like to fund my Charity Account with a one-off payment with debit or credit card. Please contact me by telephone so I can make a payment securely.

☐ **Other**

Please contact me with more information regarding the following methods:

☐ I am interested in funding my Charity Account with CAF Give As You Earn®

☐ I am interested in funding my Charity Account with a payroll giving scheme

Call us on **03000 123 000** for more information on either of these methods.

Managing my Charity Account

☐ I would like to complete a Letter of Wishes

☐ I would like to receive a CAF Charity Voucher Book

Please indicate the wording you would like to appear on your CAF Charity Vouchers:

☐ Donor name to appear as:

☐ The words 'an anonymous donor' to appear

☐ My CAF Charity Vouchers to remain blank

☐ Please include my address on my CAF Charity Vouchers. I understand this will be seen and potentially used by the charitable causes I support using it.

Call us on **03000 123 000** if you would like a CAF Charity Card.

Gift Aid declaration

☐ Please Gift Aid any donations I make now and in the future.

☐ Please Gift Aid any donations I have made in the last four years.

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 being claimed on all my donations in that tax year, it is my responsibility to pay any difference.

Section 4

Declaration

We are unable to process your donations if you do not tick the boxes to the right.

Please return this completed form to us along with your:

- Cheque or Direct Debit mandate if you are funding your account with either of these methods

Keeping you informed

If you have any questions about how your data is handled please write to:
The Data Protection Officer
Charities Aid Foundation,
25 Kings Hill Avenue,
Kings Hill, West Malling
Kent ME19 4TA, giving your details and instructions.

I hereby confirm:

- ☐ I have read the CAF Charity Account Terms and Conditions and agree to the terms set out therein

Donor's signature

Date d d / m m / y y y y

Keeping you informed

As well as contacting you about this product or service, we would like to send you information about other related products and services from the CAF Group that we believe will be of interest to you.

I DO NOT want to receive this information by [tick all that apply]:

Email ☐ Phone ☐ Post ☐

Please note: if you tick a box, we will not be able to tell you about these products and services in this way.

For information about how CAF handles your information see our **Privacy Notice** [www.cafonline.org/privacy].

CAF and the companies in which it has a majority stake, or their subsidiaries (defined here as the CAF Group) will not share your information with any outside organisation except as part of providing a product/service or when legally obliged to do so.

T: 03000 123 000
F: 03000 123 160
W: www.cafonline.org/charityaccount
E: charityaccounts@cafonline.org

Registered charity number 268369

CAF
Charities Aid Foundation

Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form using a ballpoint pen and send it to:

Customer Service team
Charities Aid Foundation
25 Kings Hill Avenue
Kings Hill
West Malling
Kent ME19 4TA

Service user number

9	8	1	9	8	5
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FOR Charities Aid Foundation OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

For assistance completing this form, please call us on 03000 123 000

Name(s) of account holder(s)

Bank/building society account number

--	--	--	--	--	--	--	--

Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Instruction to your bank or building society

Please pay Charities Aid Foundation Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Charities Aid Foundation and, if so, details will be passed electronically to my bank/building society.

Signature(s)

Date

Reference OFFICIAL USE ONLY

[illegible]

Banks and building societies may not accept Direct Debit Instructions for some types of account

DDI1

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Charities Aid Foundation will notify you ten working days in advance of your account being debited or as otherwise agreed. If you request Charities Aid Foundation to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Charities Aid Foundation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Charities Aid Foundation asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

CAF CHARITY ACCOUNT

Terms and Conditions

Definitions

The definitions set out in the Definition Schedule to these Terms and Conditions apply to all references to those terms in this Agreement.

Terms and Conditions

1 Nature of the Charity Account

- 1.1 All Assets donated by the Donor to the Charity Account constitute an irrevocable and outright gift by the Donor to CAF of all right, title and interest in such Assets. CAF agrees to hold such Assets and to apply them solely for Charitable Purposes and to provide such information to the Donor about the Charity Account as is provided for in this Agreement. CAF further agrees that it will make the Forms available to the Donor so that the Donor may notify CAF of their wishes in respect of the distribution of the Charity Account for Charitable Purposes.
- 1.2 Any income or gain resulting from the investment of undistributed Assets shall be used by CAF for its own purposes and does not form part of the Charity Account.
- 1.3 For the avoidance of doubt:
 - 1.3.1 once a donation has been made to the Charity Account, such donation cannot be repaid to the Donor;
 - 1.3.2 at no time will the Donor (nor any Connected Person) be able to derive any benefit from the Assets in the Charity Account; and
 - 1.3.3 no distribution from the Charity Account may be used to discharge or satisfy a legally enforceable pledge or obligation of any person.

2 CAF's general authority

- 2.1 When distributing the Assets from the Charity Account, CAF will, subject to the terms of this Agreement (and in particular clauses 3 and 6) and to CAF's procedures, policies and applicable law and regulations from time to time, take into account the Donor's wishes as set out in a Giving Request and the Letter of Wishes. **However, and notwithstanding any other terms of this Agreement, CAF shall at all times have final discretion as to whether or when to distribute all or part of the Charity Account.**

- 2.2 CAF may make such enquiries as it deems necessary to ensure that the Charity Account is applied for Charitable Purposes, and shall not make any distribution until it is satisfied that the outcome of such enquiries satisfies its Charitable Purposes.

3 CAF's authority to distribute Assets

- 3.1 Without prejudice to the more general provisions of clause 2, CAF may, in the following circumstances, distribute all or part of the Assets from the Charity Account for Charitable Purposes without seeking or having regard to the Donor's wish or request:
 - 3.1.1 where no valid Letter of Wishes or valid Giving Request for the Charity Account is held by CAF and:
 - (a) Assets are held in the Charity Account but have not been distributed from the Charity Account for a period of at least two years (provided that this is not solely due to any act or omission of CAF). Deduction of fees, costs, contributions or expenses shall not be considered a distribution from the Charity Account for these purposes); and/or
 - (b) the Donor has indicated that they do not wish to or cannot complete and/or submit any of the Forms, or otherwise make a request or express a wish on how the Assets should be distributed; and/or
 - (c) in CAF's reasonable opinion, the Donor's capability or capacity to complete and/or submit any or all of the Forms, or otherwise make a request or express a wish on how the Assets should be distributed, is in doubt; and/or
 - (d) CAF receives formal notification of the death of the Donor;
 - 3.1.2 where, in CAF's reasonable opinion, the wish or request of the Donor in respect of the Charity Account is no longer possible, practical, ethical or viable or does not fulfil a Charitable Purpose;
 - 3.1.3 where the Charity Account is closed in the circumstance set out in clause 6; or
 - 3.1.4 where the Donor has not complied with any material obligation under or in respect of this Agreement.

4 Donor obligations and rights

- 4.1 The Donor may not market or publicise the Charity Account or fundraise for it.
- 4.2 The Donor may make a Giving Request as to how the Donor wishes CAF to distribute the Charity Account for Charitable Purposes at any time prior to their death and by such means as CAF shall make available from time to time.
- 4.3 The Donor may set out how they wish CAF to distribute the Charity Account for Charitable Purposes after their death in a Letter of Wishes.
- 4.4 For the avoidance of doubt only the Donor can fund its Charity Account and donations from third parties will not be accepted, but the Donor may request CAF to accept Giving Requests in respect of their Charity Account from another person as well as the Donor by submitting an Additional Signatory Form. Upon the death of the Donor, the authority of the Additional Signatory shall lapse.
- 4.5 CAF is required to complete identity checks on people opening and operating a Charity Account. Where possible these checks are performed electronically, however, where this is not possible, the Donor agrees to provide CAF with any documentation that it might require in order for it to comply with all applicable anti-money laundering regulations. The Donor agrees that it may also have to provide details of any funding in connection with its CAF Charity Account and details of the underlying source of those funds. The Donor confirms that it has procured the consent of each of its Additional Signatories to CAF undertaking such identification searches. The Donor agrees that the obligation set out in condition 4.5 above is ongoing. Until such information noted in clause 4.5 is provided, CAF may restrict transactions to and from the Charity Account.
- 4.6 The Donor may replace any of the Forms (including any changes to Additional Signatories) by completing and submitting a new Form to CAF which shall take effect only after CAF has received such Form and had reasonable time (being not less than five working days after receipt) to verify it and the wishes set out therein. In no circumstances will the submission of a new Form affect any distribution which CAF has determined to make prior to receipt and verification of such Form.

- 4.7 In the event of more than one Form being submitted to CAF at a similar time and containing conflicting information, CAF shall be entitled to take account of the request contained in the Form most recently received and verified by it.
- 4.8 On request from the Donor (or the Additional Signatory (if any)), CAF shall provide an annual statement of their Charity Account. Such summary of transactions shall list all donations into the Charity Account, and distributions made from the Charity Account and fees taken during the period covered by the statement.
- 4.9 The Donor shall not suggest that CAF uses any portion of the Charity Account other than for Charitable Purposes.

5 Operating the Charity Account

- 5.1 The Donor will be able to donate Assets to the Charity Account using the methods set out in the Guidance Notes.
- 5.2 Where applicable (as set out in the Guidance Notes), CAF will reclaim Gift Aid in respect of a donation to the Charity Account and apply the amount received from HMRC in respect of that Gift Aid reclamation to the Charity Account as if it were a donation or contribution directed to the Charity Account for the purposes of these Terms and Conditions.
- 5.3 Unless otherwise set out in this Agreement, CAF may act upon requests and information that it believes in good faith to have been received from the Donor or the Additional Signatory (if any) whether made in writing, electronically or verbally. The Donor shall be responsible for monitoring activity of their Charity Account to ensure that it is being operated to their satisfaction.

6 Closure of the Charity Account

- 6.1 If at any time, the Donor wishes to close the Charity Account, they shall, on 30 days' notice to CAF, be entitled to request that all Assets within the Charity Account are distributed for Charitable Purposes by completing a Giving Request and by providing a written notice that they wish CAF to close the Charity Account and terminate this Agreement.
- 6.2 CAF shall be entitled to close the Charity Account on giving 30 days' notice in writing to the Donor in the following circumstances:
 - 6.2.1 where no Asset has been donated by the Donor to the Charity Account within a period of 60 days since the submission of the Application Form to CAF;
 - 6.2.2 where there have been no donations to, or distributions from, the Charity Account for a period of 24 months;

- 6.2.3 where there are insufficient monies in the Charity Account to pay the applicable fees, costs, contributions or expenses which become due under this Agreement; or
 - 6.2.4 where CAF decides in its absolute discretion that its ability to advance its Charitable Purposes is best served by the closure of the Charity Account.
- 6.3 Upon closure of the Charity Account CAF shall distribute the Assets. Without prejudice to CAF's overriding discretion as to the distribution of Assets of the Charity Account, where no Giving Request is in place, CAF shall request that the Donor provides a Giving Request to CAF and shall give the Donor ten working days in which to do so. If this is not received then CAF shall transfer the Assets to the General Fund.
- 6.4 If the Donor wishes to donate further Assets to the Charity Account after it has been closed by CAF, the Donor will be requested to submit a new Application Form to CAF.
- 6.5 If the Donor dies and has not left a Letter of Wishes with CAF, or with their executors for CAF, CAF shall be entitled to transfer the Assets comprising the Charity Account to the General Fund and close the Charity Account.
- 6.6 If the Donor dies and has left a Letter of Wishes with CAF, or with their executors for CAF, CAF shall distribute the Assets comprising the Charity Account in accordance with the Letter of Wishes, subject always to CAF's overriding discretion, and close the Charity Account.

7 Limitation of liability - Exclusions and limitations

THE DONOR'S ATTENTION IS DRAWN TO THIS CONDITION

- 7.1 The Donor accepts that any duty of care CAF owes in respect of the Charity Account is owed to the charitable beneficiaries of the Charity Account. The Donor further acknowledges and accepts that as the Assets in the Charity Account are gifted to and owned by CAF, CAF owes no duty of care to the Donor in respect of the Assets under this Agreement or in law and that neither CAF nor the Donor can foresee any losses that can be suffered by the Donor in respect of the Assets in the Charity Account and that none are within the contemplation of the parties.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

- 7.3 Nothing in this Agreement limits or excludes CAF's liability for death or personal injury resulting from CAF's negligence; any damage or liability incurred by the Donor as a result of fraud or fraudulent misrepresentation by CAF or the Trustees; or for any other matter for which the limitation or exclusion of liability is prohibited by law.

- 7.4 Other than as provided in clause 7.3 above CAF shall not be liable for loss of anticipated savings; loss of opportunity; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

- 7.5 To the extent that liability is not lawfully excluded by this clause 7, the total liability of CAF in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance or failure to perform under or in respect of this Agreement shall be limited to the amount deducted from the Charity Account in order to pay CAF's fees, costs, contributions or expenses during the 12 month period prior to the date such liability arose.

8 Books and records

CAF shall maintain records in relation to the Charity Account separately. All expenditures made in furtherance of the Charitable Purposes of the Charity Account shall be charged against the Assets comprising the Charity Account and shall appear on those records. CAF shall keep copies of all records and all reports or statements provided to the Donor for at least four years after closure of the Charity Account.

9 Fees and recovery of costs

- 9.1 The Donor agrees that CAF shall be entitled to recover from his/her Charity Account any sums of money which may be required to be paid to HMRC for any reason in relation to the Charity Account (including, without limitation, costs caused by infringements of any requirements, including the 'benefits rules', which apply to Gift Aid).
- 9.2 The Donor agrees that, CAF shall be entitled to deduct from his/her Charity Account:
- 9.2.1 all costs, fees, contributions and expenses that it incurs in connection with the operation and administration of the Charity Account;
 - 9.2.2 all costs, fees, contributions and expenses set out in the Fee Schedule.

Such sums are deducted from the Charity Account at the time of the relevant transaction.

- 9.3 The Donor agrees that CAF may also deduct from the Charity Account costs, the fees, contributions or expenses associated with the provision of any additional features or additional services in relation to the Charity Account that the Donor may request from time to time at the rate or price then prevailing.
- 9.4 The Donor agrees and acknowledges that the Assets that are required to pay for the costs, fees, contributions and expenses referred to in this Agreement will not be available for distribution in accordance with the Giving Request or Letter of Wishes.
- 9.5 Where gifts other than cash are made to the Charity Account, the costs of converting such gift to cash will be met by the Charity Account.
- 9.6 The Donor agrees that amongst the costs that CAF is entitled to recover from the Charity Account is the contributions to CAF and those CAF is required to make to its founder, the National Council for Voluntary Organisations.

10 Notices

- 10.1 Notices in connection with the Charity Account are to be provided to CAF's head office at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4TA and to the Donor at the address set out for the Donor in the Application Form or as subsequently notified to and acknowledged by CAF in writing.
- 10.2 Any notice or other communication given under or in connection with the Charity Account shall be given by CAF to the Donor personally, which shall mean by post, email, in statement messages or inserts or in any other way which CAF chooses and is appropriate and reasonable in the circumstances, and which satisfies CAF's legal and regulatory requirements, subject always to the requirements of clause 12 (changes to terms shall be in writing and on no less than 30 days' notice). Any notice or communication shall be deemed to have been served, if a letter, the second day after posting and in all other cases at the time of sending.

11 Complaints

CAF will make every effort to resolve a complaint quickly and fairly. If the Donor has a complaint in relation to any aspect of his/her Charity Account, CAF will follow the procedure set out in the CAF complaints procedure prevailing at that time.

12 Changes to terms

- 12.1 CAF may change any of this Agreement from time to time by giving not less than 30 days' written notice to the Donor in accordance with clause 10 except where CAF is required to change such terms of this Agreement for legal or regulatory reasons.

- 12.2 Where a change is required for legal or regulatory reasons or where any change to any provision of this Agreement is considered to be to the Donor's advantage, this may be made immediately without notice.

- 12.3 Where the Donor regards any proposed change as unfair or unreasonable in law the Donor shall notify CAF of such view within 30 days notice period giving reasons for his/her views. CAF shall review the Donor's concerns and respond in writing as soon as is practical indicating whether it accepts or rejects the Donor's views. The parties may discuss what alternatives, including termination of this Agreement, may be pursued if agreement cannot be reached between the Donor and CAF.

13 Data protection

CAF will not share information about a Donor with any outside person or organisation, except where this has been authorised by the Donor or a person acting with their authority or where this is required in order to provide a product or service to the Donor, or where CAF is legally obliged to do so.

- 13.1 The Donor acknowledges that any information provided by it to CAF is up to date and accurate and is provided to CAF as Data Controller and Data Processor.
- 13.2 CAF is entitled to share information about the Donor with the CAF Group. The CAF Group will not share the Donor's information with any other organisation except as part of providing a product or service and when legally obliged to do so.
- 13.3 The Donor's personal data is processed on behalf of CAF by trusted third parties for the purposes of providing and operating the Charity Account.
- 13.4 CAF shall, and shall ensure that its trusted third parties shall, at all times, comply with their obligations under the Data Protection Legislation.
- 13.5 To the extent that any of the Donor's personal data is required to be disclosed by CAF or its trusted third party processors to any Supervisory Authority or pursuant to any legal requirement, such disclosure shall be permitted provided that such disclosure is made subject to adequate obligations of confidentiality.
- 13.6 CAF will only retain the Donor's data for as long as is necessary and as set out in the Privacy Notice.

14 General

- 14.1 When the Donor or an Additional Signatory contacts CAF, or is contacted by CAF, by phone, such call may be recorded for security and training purposes.
- 14.2 In performing their obligations under this agreement, both parties shall and shall procure that each member of their group and their sub-contractors (if any) comply at all times with applicable laws, statutes, regulations and codes from time to time including but not limited to the Criminal Finances Act 2017, the Modern Slavery Act 2015 and CAF's anti slavery policy from time to time and the Bribery Act 2010 and each parties' own Anti-Bribery Policy which each party agrees to maintain.
- 14.3 Following receipt by CAF, the Agreement (including all Service Schedules and Forms) and any other documents provided by the Donor relating to the Services will be properly scanned, unaltered, and electronically stored and the original destroyed. The scanned copies will be destroyed in accordance with CAF's data retention policy from time to time.
- 14.4 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. Similarly, the single or partial exercise of a right or remedy shall not prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and shall not constitute a waiver of any other right, remedy, breach or default.
- 14.5 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of the subject matter and neither party has entered into this Agreement in reliance upon, and it shall have no remedy in respect of, any representation or statement which is not expressly set out in this Agreement. Nothing in this clause shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.
- 14.6 If any term of this Agreement is found by any court or administrative body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term shall be deemed to be severed from this Agreement and this shall not affect the remainder of this Agreement which shall continue in full force and effect.

- 14.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual claims or disputes) will be governed by English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the determination of any dispute arising out of or in connection with this Agreement (including (without limitation) in relation to any non-contractual obligations) and each party irrevocably waives any objection to the jurisdiction of those courts on the grounds of inconvenience or otherwise, and each party irrevocably agrees that a judgment or order of those courts in connection with this Agreement is conclusive and binding upon it.

Definition Schedule

Additional Signatory means the person or persons appointed by the Donor on the Additional Signatory Form to assume certain rights and responsibilities of the Donor under this Agreement alongside the Donor.

Additional Signatory Form means the form made available by CAF from time to time in which the Donor notifies CAF of the Additional Signatory and/or update such Additional Signatory contact details (as applicable) to his/her Charity Account.

Assets means all assets including cash, stocks, shares and/or other non-cash assets given to CAF by or on behalf of the Donor for inclusion in the Charity Account.

Agreement means these Terms and Conditions, the Application Form, the Fee Schedule and the Additional Signatory Form (if applicable) which together represent the entire agreement between the Donor and CAF (in each case as may be amended from time to time in accordance with clause 12 of these Terms and Conditions).

Application Form means the form made available by CAF from time to time in which the Donor can apply to open a Charity Account.

CAF means Charities Aid Foundation, an unincorporated charitable trust (registered charity number 268369), and where applicable 'CAF' shall mean the Trustees and those acting with their authority.

CAF Group means CAF and the companies in which it has a majority stake, or their subsidiaries.

Charitable Purpose(s) shall have the meaning given to it as set out in section 2 of the Charities Act 2006 (as may be amended from time to time).

Charity Account means the donations given to CAF by the Donor and any additional donations or contributions from the Donor and any Gift Aid given to CAF by the donor to be held subject to this Agreement.

Connected Person means a spouse, close relative or such other acquaintance as HMRC shall from time to time regard as connected to the Donor.

Data Protection Legislation means any legislation and/or regulations (including all subordinate legislation) in force from time to time in the United Kingdom relating to the protection of individuals with regard to the processing of personal data, the free movement of such data and the protection of privacy, and is applicable to the activities carried out in relation to the Donor's Charity Account and this Agreement.

Donor means the person noted as such on the Application Form.

Fee Schedule means the fee schedule made available by CAF from time to time in which the fees, costs, contributions or expenses applicable to the Charity Account are set out.

Forms means any or all of the Application Form, the Giving Request, the Gift Aid declaration, the Letter of Wishes and the Additional Signatory Form submitted by the Donor as the context may require.

General Fund means the fund or funds from time to time established by the Trustees for Charitable Purposes for distribution by CAF in support of its mission.

Gift Aid means the amount equal to basic rate tax that CAF can reclaim on a gift made to CAF by a UK taxpayer who has paid more than the value of the amount being so reclaimed in income tax during the tax year in question, and who has made a declaration to this effect in the form required by HMRC from time to time.

Giving Request means a written, electronic or verbal request made to CAF from time to time by a Donor or an Additional Signatory regarding distribution of all or part of the Charity Account for Charitable Purposes.

Guidance Notes means the additional information and explanatory notes relating to the operation of the Charity Account, on the Forms.

HMRC means Her Majesty's Revenue and Customs.

Letter of Wishes means the form made available by CAF from time to time in which the Donor can communicate any request to CAF regarding distribution of the Charity Account on their death for Charitable Purposes.

Privacy Notice means the notice document which explains how CAF use and process the Donor's data and is available at www.cafonline.org/privacy

Supervisory Authority means any competent regulatory authority including but not limited to the Financial Conduct Authority (or any successor organisation), the Information Commissioner's Office, Her Majesty's Revenue and Customs, the Charity Commission and any equivalent financial services, law enforcement or privacy authority in any other jurisdiction in which the Services are provided or the Personal Data is processed.

Terms and Conditions means these "CAF Charity Account Terms and Conditions" as may be amended by CAF from time to time in accordance with clause 12 hereof.

Trustees means the trustees from time to time of CAF.