

CAF AND TRANSNATIONAL GIVING EUROPE

Gift request form for individual donors

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A tax-effective route for one-off, overseas donations in Europe

The Transnational Giving Europe (TGE) network was set up in 1998 with the purpose of enabling and improving cross-border philanthropy in Europe.

CAF is a founding member of TGE and the UK representative of the network.

The network provides unique and necessary infrastructure to enable cross-border European philanthropy amongst its member countries. More information on the network, its mission and an up to date list of members is available at www.transnationalgiving.eu.

Minimum donation

For donations through TGE, we have a minimum donation amount of £250.

Tax effective

As a UK taxpayer, a donation through CAF may benefit from the government Gift Aid Scheme and your donation will increase by 25%. We will claim the basic rate of tax you have already paid on any donation you make – just complete the Gift Aid Declaration within this Request Form.

If you pay above the basic rate of tax, you can claim the difference between the rate you pay and basic rate on your donation. Simply indicate how much you have paid through CAF when completing your self-assessment form.

Data Protection and Privacy

We take data protection and privacy very seriously. Our privacy policy at www.cafonline.org/privacy governs the way in which we collect, retain and use personal data. This policy also sets out what data we collect about you, why we collect it and your rights with regard to it. We aim to ensure that we only hold personal data for as long as it is needed, and that it is held securely.

Onward payments

All payments will be validated by CAF and only distributed for genuine, approved charitable purposes. CAF will work with the TGE member in your chosen beneficiary's country to carry out our checks

If you are interested in regular, long term giving options, please contact us on 03000 123 000.

Currencies

Donations through TGE can be made in different currencies, on request through this Gift Request Form:

- EURO
- US Dollar
- GBP

Onward donations to your selected beneficiary will be made in the currency of their preference.

Further information

If you have any questions or would like to discuss your options, please contact us on 03000 123 000 or email tge@cafonline.org

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Fee Schedule

Donations through TGE are subject to administration fees that are shared between TGE member organisations involved in the donation (2% each) and TGE as a network (1%).

CAF will deduct this contribution from your gross donation amount before allocating.

TGE contributions are calculated based on the value of your donation plus the Gift Aid payments if applicable, on the following basis:

	Value of Donation	Contribution
Band 1	The first 100,000 EURO	5%
Band 2	Amount between 100,000.01 and 250,000 EURO	3%
Band 3	Amount between 250,000.01 and 500,000 EURO	2%
Band 4	Amount between 500,000.01 and 2,000,000 EURO	1%
Band 5	Bespoke fees may apply on amounts over 2,000,000 EURO	

Where donations are made to CAF in GBP or USD, fee calculations will be carried out based on the exchange rate at the time of transfer.

Charities Aid Foundation,
25 Kings Hill Avenue,
Kings Hill, West Malling, Kent,
ME19 4TA

T: +44 (0)3000 123 000

W: www.cafonline.org

E: TGE@cafonline.org

Registered charity number 268369

CAF AND TRANSNATIONAL GIVING EUROPE

Gift Request form

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

Telephone calls may be monitored/recorded for training purposes.

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.

Identification details

In order for CAF to comply with UK anti-money laundering regulations, we are required to complete checks on those involved in using the Services before this application can be accepted.

Wherever possible these checks are performed electronically. In certain circumstances, however, it may be necessary to request additional identification documentation to satisfy our requirements under the regulations.

Donor(s) Information

First name

Last name

Date of birth

Residential address

Postcode

Telephone

Email address

Gift Information

Donation amount GBP USD EUR

Please advise if you wish to remain anonymous Yes No

Please give details below of the purpose of the donation. i.e. A specific project or general support of the charities objectives

Beneficiary Information

Name of organisation

Address

Postcode

Telephone:

Contact name and title

Contact's email address

To reclaim Gift Aid, you, the Donor, must be the account holder for the method of payment.

Please advise if you have a connection to the charity. i.e. Trustee or other link

Yes No

If you have answered Yes to the question above please give details below

In order to Gift Aid your donation to Charities Aid Foundation you must tick the box(es) that apply

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

Please Gift Aid any donations I have made in the past 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.

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 and/or capital gains.

Signature	Date: dd/mm/yyyy
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CAF and the companies in which it has a majority stake, or their subsidiaries (defined here as the 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.

By signing this Gift Request form, I confirm that:

- I agree with the terms as set out in this form
- the information given in this application is accurate

I hereby request CAF to consider and approve the donation I would like to make to the organisation specified in this form.

I understand that, where a Gift Aid declaration has been submitted, Gift Aid will be claimed from HM Revenue & Customs and added to the principal donation amount.

Signature	dd/mm/yy
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Please make copies of this form as appropriate.

Please send the completed form(s) to tge@cafonline.org. You will then receive an email confirmation once CAF has accepted your request. No binding agreement shall exist until CAF sends the Customer email confirmation of the acceptance of the request.

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Terms and Conditions

Definitions

The definitions set out in the Schedule to these Terms and Conditions apply to all references to the terms defined in the Schedule where they appear in these Terms and Conditions [and throughout the Brochure supplied to you with these terms.

Terms and Conditions

1 Funds donated through CAF Transnational Giving Europe ("TGE")

1.1 All Funds donated by a Donor to CAF constitute an irrevocable and outright gift by the Donor to CAF of all right, title and interest in such Funds. CAF agrees to hold such Funds and to apply them solely for Charitable Purposes and to provide such information to the Donor about the Funds as is provided for in this Agreement. CAF further agrees that it will make the Forms available to the Donor so that they may notify CAF of their wishes in respect of the distribution of the Funds for Charitable Purposes. CAF will subject to the terms of this Agreement and in particular to clause 2 below, endeavour to act in accordance with the Donor's wishes as set out in the Forms.

1.2 For the avoidance of doubt:

- 1.2.1 once a donation has been made to CAF, such donation cannot be repaid to the Donor; and
- 1.2.2 at no time will the Donor (nor any Connected Person) be able to derive any benefit from the Funds held by CAF.

2 CAF's general authority

2.1 When distributing the Funds, CAF will, subject to the terms of this Agreement and to CAF's procedures, policies and applicable law and regulation from time to time, take into account the Donor's wishes as set out in the Forms. However, and notwithstanding

any other terms of the Agreement, CAF shall at all times have final discretion as to whether or when to distribute Funds and in pursuance of CAF's Charitable Purposes. To this end, CAF may make such enquiries as it deems necessary to ensure that such Funds are 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 funds

3.1 Without prejudice to the more general provisions of clause 2, CAF may, in the following circumstances, distribute Funds for Charitable Purposes without seeking or having regard to the Donor's wish, request or purported instruction:

3.1.1 where no valid Giving Request for all Funds is held by CAF and;

3.1.1.1 where Funds are held by CAF but have not been distributed 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 for these purposes;

3.1.1.2 the Donor has indicated that it does not wish to or cannot complete any of the Forms or otherwise make a request or express a wish on how the Funds should be distributed; or

3.1.1.3 in CAF's reasonable opinion the Donor's capability or capacity to complete any or all of the Forms or otherwise make a request or express a wish on how the Funds should be distributed is in doubt;

- 3.1.2 where, in CAF's reasonable opinion, the wish, request or purported instruction of the Donor in respect of the Funds held by CAF is no longer possible, practical, ethical or viable or does not fulfil a Charitable Purpose;
- 3.1.3 where the TGE account is closed in the circumstance set out in clause 6; and
- 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 A Donor may submit a Giving Request as to how the Donor wishes CAF to distribute the Funds for Charitable Purposes at any time by completing the Forms and returning them to CAF.
- 4.2 Where a donation is made to an entity with which the Donor has some connection (such connection to be determined by CAF in its sole discretion), CAF may notify HMRC of the donation and the connection without the prior approval of the Donor in accordance with its internal policies and procedures.

5 Processing the donation

- 5.1 the Donor shall fund the donation in accordance with the following terms.
- 5.2 The Donor agrees to provide CAF with any documentation (including but not limited to original passports and/or driving licences and current utility bills showing home addresses) that it might require in order for it to comply with all applicable money laundering regulations, so that the Donor can be identified by CAF for money laundering or other regulatory purposes. The Donor agrees that CAF can copy any such documentation if CAF in its sole discretion deems it necessary to do so and subject always to Data Protection Legislation. The Donor also agrees that it may also have to provide details of any funding provided to CAF and details of the underlying source of funds. The Donor agrees that the obligations in this clause are ongoing, so that it must comply with any written request by CAF to provide such evidence throughout the term of this Agreement, whether or not the information has been supplied already. The Donor agrees that the obligation set out in this clause is ongoing.

Until such information noted in this clause is provided to CAF, CAF may restrict transactions to and from the donation

- 5.3 Where funds are remitted to CAF before CAF has satisfied itself as to the source of those funds, it shall be at CAF's sole discretion whether such funds shall be returned to the Donor or donated to Charitable Purposes in accordance with these terms.
- 5.4 The Donor acknowledges that CAF is required to carry out due diligence on any nominated charity and that the charities concerned may be asked to sign up to an agreement with CAF in respect of the Funds transferred to it. CAF will work with the relevant TGE partner in the country of the nominated charity to gather this information.
- 5.5 On completion of the donation and collection of any and all fees and expenses, CAF will close the account used to process the donation.

6 Limitation of liability

- 6.1 The Donor accepts that any duty of care CAF owes in respect of the Funds is owed to the charitable beneficiaries of the donation. The Donor further acknowledges and accepts that as the Funds are owned by CAF, CAF owes no duty of care to the Donor in respect of the Funds 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 Funds and that none are within the contemplation of the parties.
- 6.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 6.3 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.
- 6.4 Other than as provided in clause 8.3 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.

6.5 To the extent that liability is not lawfully excluded by this clause 8 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 the Agreement shall be limited to the amount deducted from the Funds in order to pay CAF's fees, costs, contributions or expenses during the year in which the liability arose.

7 Fees and recovery of costs

7.1 The Donor agrees that CAF shall be entitled to recover from the donation any sums of money which may be required to be paid to Her Majesty's Revenue and Customs for any reason in relation to such trust (including, without limitation, costs caused by infringements of any requirements, including the 'benefits rules', which apply to Gift Aid).

7.2 The Donor agrees that CAF may deduct from the donation all costs, fees, contributions and expenses (as set out in the Fee Schedule) that it incurs in connection with the operation and administration of the donation including any costs attributable to additional anti-money laundering, know your customer and source of wealth investigations. The Donor accepts that CAF will recover its costs by means of a deduction from the donation of a sum equivalent to the costs, fees, contributions and expenses set out in the Fee Schedule. Such sums are deducted from the donation in return for CAF's provision of the service provided.

7.3 if payment of any sum due to CAF from the Donor is not made when due, CAF reserves the right to charge interest on the overdue sum from the due date until the date of actual payment at the rate of 3% above the prevailing sterling base rate of the Bank of England from time to time.

7.4 For the avoidance of doubt, the Donor agrees and acknowledges that the Funds 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 a Giving Request.

8 Notices

Notices in connection with the donation 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. Any notice or other communication given under or in connection with the donation 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. Any notice or communication shall be deemed to have been served if by letter, the second day after posting and in all other cases at the time of sending.

9 Complaints

CAF will make every effort to resolve a complaint quickly and fairly. If a Donor has a complaint, CAF will follow the procedure set out in the CAF complaints procedure prevailing at that time.

10 Data Protection

10.1 The Donor acknowledges that any information provided by it to CAF is up to date and accurate and will keep CAF informed of any changes to the information it holds as soon as possible.

10.2 The Donor must read and be aware of CAF's Privacy Notice at www.cafonline.org/privacy

10.3 The Donor's personal data is processed on behalf of CAF by trusted third parties for the purposes of providing and operating the donation.

10.4 CAF shall, at all times, comply with its obligations and procure that its sub-contractors comply with their obligations under all applicable Data Protection Legislation.

10.5 CAF shall only process Personal Data for the purpose of lawfully providing, the Services or as otherwise expressly authorised by the Donor.

10.6 To the extent that any Personal Data is required to be disclosed by CAF 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.

10.7 Each of CAF and the Donor shall promptly notify the other if within 48 hours if it becomes aware of a breach of the terms of this Agreement in so far as it relates to Personal Data; or it becomes aware of the loss, damage or destruction of any relevant Personal Data, and shall take whatever action is necessary to minimise the impact of such event and prevent such events recurring. The Donor will provide any necessary assistance required to investigate the causes of any such incident, liaise with the Information Commissioner or correct any breaches.

10.8 CAF will use appropriate processes to keep the Personal Data or Confidential Information safe.

11 General

11.1 When a Donor contacts CAF, or is contacted by CAF, by phone, such calls may be recorded for security and training purposes.

11.2 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.

11.3 Following receipt by CAF, of the Agreement (including all 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.

11.4 CAF may delegate the provision of some or all of

its obligations under these terms to one or more third parties as it, in its sole discretion, deems appropriate, but notwithstanding such delegation, CAF shall remain liable for the acts and omissions of every such delegate as if the delegation had not occurred.

11.5 A delay in exercising or failure to exercise a right or remedy under or in connection with the 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.

11.6 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of their subject matter and neither party has entered into such agreement in reliance or statement which is not expressly set out in this Agreement. The only remedies available for breach of any representation or statement which was made prior to entry into this Agreement and which is set out in this Agreement shall be for breach of contract and nothing in this condition shall be interpreted or construed as limiting or excluding the liability of either party for fraud or fraudulent misrepresentation.

11.7 Neither CAF nor the Donor intends that any term of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other person.

11.8 If any term of this Agreement is found by any court or 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.

11.9 This Agreement and any non-contractual

obligations arising out of or in connection with it 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

11.10 Nothing in the Agreement and no action taken by CAF or the Donor in connection with the Agreement shall constitute a partnership or agency relationship between any of the parties.

Schedule

Agreement means these Terms and Conditions, the Forms and the Fee Schedule which together represent the agreement between the Donor and CAF

Application Form means this form made available by CAF from time to time in which a Donor can apply to make a donation,

Brochure means the additional information and explanatory notes relating to the operation of the Transnational Giving Europe donation process, made available by CAF from time to time.

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

Charitable Purpose(s) shall have the meaning given to it in English law as set out in section 2 of the Charities Act 2011 (as amended or superseded).

Connected Person means a spouse, close relative or such other acquaintance as Her Majesty's Revenue and Customs 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 donation and this Agreement.

Donor means the donor, being a person or persons

over the age of 18 or an Organisation (as appropriate) noted as such on the Application Form.

Fee Schedule means the schedule made available by CAF from time to time in which the fees, costs, contributions or expenses applicable to the donation.

Forms means any or all of this Application Form, submitted by the Donor as the context may require.

Funds mean all cash, given to CAF by or on behalf of a Donor for inclusion in the donation.

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 Her Majesty's Revenue and Customs from time to time.

Giving Request means a request made to CAF from time to time by a Donor regarding distribution of the Funds for Charitable Purposes.

Intellectual Property Rights means all rights in patents, trade marks and service marks (including associated goodwill), designs, trade or business names, trade addresses, copyrights, authorship or artists rights, topography rights and databases (whether or not any of these is registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

Privacy Notice means the notice document which explains how we use and process your data and is available at www.cafonline/privacy.

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