



SUSTAIN – giving to charity from net pay

This Agreement is between Charitable Giving (the “Agency”) and

Employer’s Name: (the “Agent”)

Employer’s Address: Post Code:

Telephone: Email:

1 From / / , the **Agent** will operate the **Sustain** scheme as an **Agent** to the **Agency**

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

- The **Agent** The employees

3 If the **Agent** is to “match” employees’ net pay deductions, in whole or in part, please state the basis for “matching” contributions, e.g, 100% or 50% of each donation up to a maximum of €10, or enter “**Not Applicable**”:

4 It is agreed that the administration charge will be 5% of each net pay deduction up to a maximum of €12.50 (payable as per clause 2 above) and, if applicable, 5% of each “matched” contribution up to a maximum of €12.50 (payable by the **Agent**)

5 The **Agent’s** payroll details are as follows:

Frequency: Monthly 4-Weekly Weekly (please tick **one** option)

Number of employees (including Directors) on the payroll?

6 If the **Agent’s** payroll is processed by an organisation other than the **Agent**, for example a payroll bureau, please provide details of the organisation below:

Company/Bureau Name:

Company/Bureau Address: Post Code:

Contact Name (Payroll Queries): Position:

Telephone: Email Address:

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

Contact Name: Position:

Telephone: Email Address:





- 8** It is agreed that the **Agent** will:
- (a) Under the scheme be the representative of the **Agency** in holding monies withheld from the employees pursuant to the scheme
 - (b) Remit to the **Agency** sums withheld from employees pursuant to the scheme within 14 days of the end of each month
 - (c) Before implementing the scheme for any one employee, obtain from that employee authority and instructions in the form agreed by the **Agency**
 - (d) Make remittances by electronic transfer and, with each of which, provide an electronic listing of employees' Payroll Giving deductions in either a Microsoft Excel (*.xls) or comma-separated variable (*.csv) format.
- 9** It is agreed that the **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 **Agency**
 - (b) Provide the **Agent** such information, documentation and instruction in order that the **Agent** may comply with his duties under the scheme
 - (c) Provide to each employee upon request and at the end of the tax year a certificate of the amounts which the **Agency** has paid to the charities specified
 - (d) Under no circumstances, return sums duly withheld and paid over to them to the **Agent** or the employee
 - (e) Where for any reason it becomes impossible to pay any amount to a charity specified by an employee, pay the amount to such other charity as it may consider has objects similar to those of the charity specified by the employee and will not in any circumstances appropriate that amount to its own funds; and that on paying that amount to the other charity will give notice to the employee that it has done so
- 10** The **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 UK Data Protection Act 1998 and the Irish Data Protection Acts 1988 and 2003) 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).
- 11** The provision of clause 10 shall not apply to such information if it is in the public domain otherwise than by failure of the **Agent** to comply with clause 10, obtained from a third party who is free to disclose the same, or information which must be disclosed by statute, including under the UK Freedom of Information Act 2000 or any equivalent legislation in the Republic of Ireland or by order of a court of competent jurisdiction.
- 12** The obligations per clauses 10 and 11 shall survive expiry or termination of the Agreement for an unlimited period
- 13** All negotiations exercised in the completion of this contract have been conducted in compliance with the UK Bribery Act 2010 or any equivalent legislation in the Republic of Ireland
- 14** The **Agency** shall keep at its normal place of business detailed and up to date records and accounts showing the sums paid by the **Agent** and its employees and will make such records and accounts available, on reasonable notice, for inspection during business hours by the **Agent** for the purpose of verifying the accuracy of such records and accounts.
- 15** Neither party shall assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party. However, either party may assign and transfer all its rights and obligations under this Agreement to any company to which it transfers all or part of its assets or business, provided that the assignee undertakes to the other party to be bound by and perform the obligations of the assignor under this Agreement.
- 16** Neither party shall have any liability or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party, including without limitation labour disputes involving that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 17** Neither party shall make any press or other public announcements concerning any aspect of this Agreement, or make any use of the name of the other party in connection with or or in consequence of this Agreement, without the prior written consent of the other party.
- 18** This Agreement sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understandings between them. The parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.
- 19** The **Agency** reserves the right to change the Terms and Conditions of this Agreement, any variation to which will be agreed by both parties in writing
- 20** This Agreement may be terminated by either party giving three-month's written notice delivered to the registered office of the company or last recorded address of the **Agent**.

Signed on behalf of Charitable Giving

Signed by, or on behalf of, the Agent

Signed:		Date:	
Position:			
Name:			

Signed:		Date:	
Position:			
Name:			

